

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
WEDNESDAY, APRIL 30, 1997, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve minutes of previous meeting.
2. Consider approval of any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Accept payroll register for April.
5. Consider any payroll changes and take appropriate action.
6. Consider approval of courthouse security expenses.
7. Consider approval of request by Sheriff Cross to use the vacant lot on square for a car show during the Cherokee Rose Festival.
8. Hear Sheriff Cross and Armand Fisher on jail inspection and take any action needed.
9. Consider approval of applications for use of County roads and right of way.

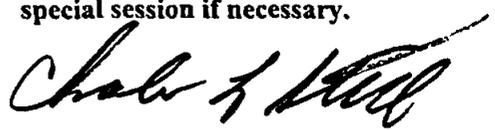


Charles L. Still
County Judge

97 APR 25 1:11 PM '98
CLERK OF COURTS
COUNTY OF UPSHUR, TEXAS

WORKSHOP CONTINUATION
FOLLOWING SPECIAL SESSION

The workshop scheduled for 4-28-97 at 1:30 will be continued immediately after this special session if necessary.



UPSHUR COUNTY COMMISSIONER'S COURT

4-30-1997

Upshur County Commissioner's Court met in Special Session. All members present.

1. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes of previous meeting dated 4-28-1997. Motion carried.

2. No action taken on agenda item concerning approval of any budget amendments. There were no budget amendments.

Addendum: Tony Douglas, from the District Extension office, met with Court to present Bruce Acker to Commissioner's Court for their consideration for appointment to the position of County Extension Agent for Upshur County. Motion by Kenney Thompson seconded by Rick Jackson to approve appointment of Bruce Acker to position of County Extension Agent for Upshur County. Appointment to take effect 6-1-1997. Motion carried.

Addendum: Motion by Gaddis Lindsey seconded by Kenney Thompson to approve two deputies from the County Clerk's office and three deputies from the District Clerk's office attending an Area VI meeting of the County and District Clerk which is to be held May 15, 1997 in Tyler, Texas. Motion carried. Copy of request attached

3. Motion by Tommy Stanley seconded by Kenney Thompson to approve payment of bills as presented by County Treasurer. Motion carried. Copy attached.

4. Motion by Tommy Stanley seconded by Rick Jackson to approve payroll register for month of April. Motion carried. Copy attached.

5. No action taken on agenda item concerning approving payroll changes. There were none.

6. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve paying for hand held scanners out of court house security fund. Motion carried.

7. Motion by Kenney Thompson seconded by Rick Jackson to approve request by Sheriff Cross to use the vacant lot on square for a car show during the Cherokee Rose Festival. Motion carried.

8. No action taken on agenda item concerning discussion with Sheriff Cross and Armand Fisher on jail inspection.

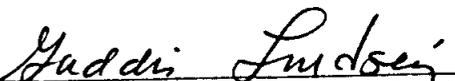
9. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Permit Application submitted by Charles Glenn to place a culvert in ROW of Aspen. Motion carried. Copy attached.

Motion by Gaddis Lindsey seconded by Tommy Stanley to adjourn. Motion carried.

Copy of attendance sheet placed into minutes for matter of record only.



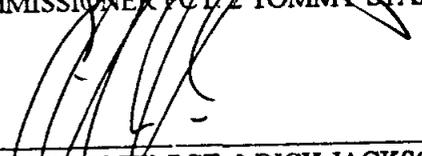
JUDGE CHARLES STILL



COMMISSIONER PCT. 1 GADDIS LINDSEY



COMMISSIONER PCT. 2 TOMMY STANLEY



COMMISSIONER PCT. 3 RICK JACKSON



COMMISSIONER PCT. 4 KENNEY THOMPSON

REX A. SHAW
COUNTY CLERK, UPSHUR COUNTY
P. O. BOX 730
Gilmer, Texas 75644
(903) 843-4015

Rene Morris, Chief Deputy Clerk
Kaye Cain, Deputy Clerk
Robin Rodenberg, Deputy Clerk

Janis Childress, Deputy Clerk
Judi McBride, Clerk

April 15, 1997

To: Commissioners' Court
From: Rex Shaw
Horace Ray

Approval to attend Area VI meeting of the County and District Clerk's to be held May 15, 1997 in Smith County Tyler, Texas is requested.

County Clerks Office - Two (2) Deputies
District Clerks Office-Three (3) Deputies.

Sincerely,

REX SHAW

/s/ Horace Ray
HORACE RAY

FILED
REX A. SHAW
COUNTY CLERK
97 APR 30 11:51 AM
BY _____

Approved Disbursements
ALL Checking Accounts

Disbursements Made from 04/30/97 thru 05/09/97

THE SOFTWARE GROUP, INC

VOL 48 PG 33

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Check #	HC Date	Vendor...	Check Amount	Invoice Amt	Invoice Descriptions
62939-AP	04/30/97	UPSHUR COUNTY INSURANCE ACCO	\$3,597.90	\$3,597.90	ADP/CLAIMS-EMP. INS. COSTS; 03/31/97 PAYROLL
62940-AP	04/30/97	PEBSCD PAYROLL PROCESSING	\$2,628.10	\$2,628.10	ENTITY#52039 03/31/97 PAYROLL DEDUCTIONS
62941-AP	04/30/97	GILMER NATIONAL BANK	\$40,943.76	\$40,943.76	FICA, MEDICARE DEDUCTIONS 03/31/97
62942-AP	04/30/97	GILMER NATIONAL BANK	\$24,372.84	\$24,372.84	WITHHOLDING DEDUCTIONS 03/31/97 PAYROLL
62943-AP	04/30/97	ATTORNEY GENERAL OF TEXAS	\$650.00	\$650.00	MULTIPLE PAYORS 03/31/97 PAYROLL
62944-AP	04/30/97	EAST TEXAS PROFESSIONAL	\$2,395.00	\$2,395.00	ETPCU/PAYROLL SAVINGS PLAN 03/31/97
62945-AP	04/30/97	FIRST NATIONAL BANK	\$655.00	\$655.00	FNB/PAYROLL SAVINGS PLAN 03/31/97
62946-AP	04/30/97	GILMER NATIONAL BANK	\$305.00	\$305.00	GNB/PAYROLL SAVINGS PLAN 03/31/97
62947-AP	04/30/97	GILMER SAVINGS BANK	\$50.00	\$50.00	GSB/PAYROLL SAVINGS PLAN 03/31/97
62948-AP	04/30/97	UPSHUR COUNTY INSURANCE ACCO	\$7,964.00	\$7,964.00	DEPENDENT INS. PREMIUMS 03/31/97 PAYROLL
62949-AP	04/30/97	360 COMMUNICATIONS	\$73.42	\$73.42	ESCROW PAYMENTS - 10713
62950-AP	04/30/97	RHONDA GAIL YOUNG	\$250.00	\$250.00	#281-93/JOEY YOUNG#460253977 03/31/97
62951-AP	04/30/97	PATTI JILL YOUNG	\$240.00	\$240.00	#548-90/L.W. YOUNG/#417628077 03/31/97
62952-AP	04/30/97	RUBY COOPER, DISTRICT CLERK	\$282.00	\$282.00	RONALD D BENGE/CAUSE#81-405-DR 03/31/97
62953-AP	04/30/97	TEXAS COUNTY & DISTRICT RETI	\$42,911.10	\$42,911.10	UNIT#329 MONTHLY REPORT 03/31/97 PAYROLL
62954-AP	04/30/97	MICHAEL GROSS	\$300.00	\$300.00	CHARLES PILKINGTON/96-22897-A 03/31/97
62958-AP	04/30/97	AMERICAN HERITAGE LIFE	\$348.78	\$348.78	CASE#47939 APRIL '97 PAYROLL DEDUCTIONS
62959-AP	04/30/97	AT & T INFORMATION SYSTEMS	\$11.72	\$11.72	TELE COMM-ACCT#7303179690001/APRIL 12 '97 BILLING
62960-AP	04/30/97	CAROYLN JONES	\$63.76	\$63.76	D A-REIMBURSE/180m1@ 315; MEALS(ET. VICTIMS CONF)
62961-AP	04/30/97	CITY OF GILMER	\$1,450.49	\$183.04 \$104.20 \$15.00 \$23.40 \$1,109.85 \$15.00	CD CTH-ACCT#130274000/APRIL 18 '97 BILLING ROCK BLDG-ACCT#130345000/APRIL 18 '97 BILLING MOTOR-BANK-ACCT#010076050/APRIL 18 '97 BILLING CD TAX-ACCT#120151000/APRIL 18 '97 BILLING J CTR-ACCT#010067500/APRIL 18 '97 BILLING PORTER BLDG-ACCT#120171000/APRIL 18 '97 BILLING
62962-AP	04/30/97	CRIMINAL DEFENSE LAWYERS PRO	\$180.00	\$180.00	D.A-REGISTRATION/ANGELA J NORTON, ASSIST. DA(LONGVIEW CONF)

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/30/97 thru 05/09/97

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
62963-AP	04/30/97	FINANCIAL MANAGEMENT	\$130 00	\$130 00	CCP-REGISTRATION/SHANE JACKSON(SKILLS CONF)
62964-AP	04/30/97	GENERAL TELEPHONE COMPANY	\$2,982.89	\$2,953.17 \$29.72	TELE COMM-#843-3083/APRIL 13'97 BILLING TELE COMM-#636-9970/APRIL 13'97 BILLING
62965-AP	04/30/97	GILMER CABLE TV CO., INC	\$421 00	\$421 00	NON DEPT-ACCT#15446/MAY'97 RADIO MAINT
62966-AP	04/30/97	HEALTHCARE PARTNERS	\$11,082.75	\$11,082.75	125 PLAN CONTRIBUTIONS 04/30/97 PAYROLL (106 EMP)
62967-AP	04/30/97	JAMES GEE	\$348 00	\$348 00	CCP-REIMBURSE/WEEDEATER PURCHASED
62968-AP	04/30/97	KATHY LANGFORD	\$50.00	\$50 00	CD EXT-REIMBURSE/REGISTRATION(PARENT TRAINING)
62969-AP	04/30/97	MARY BRUNSON	\$7 48	\$7 48	D A-REIMBURSE/POSTAGE(COURT CASE TO TEXARKANA)
62970-AP	04/30/97	MIKE LOYD	\$340.05	\$340.05	CD VET-REIMBURSE/240mi@ 315; LODGING; MEALS(SPRING CONF)
62971-AP	04/30/97	N & E. TX. CO. JUDGES&COMM ASSOC	\$90 00	\$90.00	COMM CT-REGISTRATION/RICK JACKSON(DEL LAGO CONF)
62972-AP	04/30/97	NATIONAL FAMILY CARE	\$185 05	\$185.05	ID#3152 APRIL '97 PAYROLL DEDUCTIONS
62973-AP	04/30/97	DTIS ELEVATOR COMPANY	\$175.63	\$175.63	TY7878E597/ELEVATOR MAINT 5/1-31/97
62974-AP	04/30/97	RAMSEY JEANS	\$63.00	\$63 00	CONST#1-(2)UNIFORM SHIRTS
62975-AP	04/30/97	RICHARD LINGLE	\$13 05	\$13.05	D. A-REIMBURSE/MEALS
62976-AP	04/30/97	SHARON WATER SUPPLY CORP	\$15 81	\$15 81	PCT#4-ACCT#1133/APRIL 24'97 BILLING
62977-AP	04/30/97	SOUTHWESTERN ELECTRIC POWER	\$3,584.83	\$170.22 \$120.95 \$38.63 \$2,353.63 \$81.08 \$529.37 \$100.92 \$190.03	CD TAX-ACCT#25410695/APRIL 15'97 BILLING MOTOR BANK-ACCT#25413695/APRIL 15'97 BILLING PORTER, BLDG-ACCT#55685/APRIL 15'97 BILLING J. CTR-ACCT#71686/APRIL 15'97 BILLING CD LIB-ACCT#403669/APRIL 17'97 BILLING CD LIB-ACCT#66685/APRIL 17'97 BILLING ROCK BLDG-ACCT#40681/APRIL 17'97 BILLING ROCK, BLDG-ACCT#359669/APRIL 17'97 BILLING
62978-AP	04/30/97	SPRINT	\$10.24	\$10.24	TELE COMM-CUST#131782320/APRIL 18'97 BILLING
62979-AP	04/30/97	THE SOFTWARE GROUP, INC	\$2,105 00	\$2,105 00	CCP-ADULT PROBATION MAINT SUPPORT 4/1-6/30/97
62980-AP	04/30/97	TRANSPORT LIFE INSURANCE COM	\$285.90	\$285.90	GROUP K44 APRIL '97 PAYROLL DEDUCTIONS

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FORM 101 V. 03

REVISED 08/83

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 04/30/97 thru 05/09/97

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Check #.	HC Date	Vendor...	Check Amount	Invoice Amt	Invoice Descriptions
62981-AP	04/30/97	UPSHUR-RURAL ELECTRIC COOP.	\$54.35	\$54.35	PCT#2-ACCT#411E6523L91396012/APRIL 18 '97 BILLING
63044-AP	HC 05/02/97	R. D. CROSS, SHERIFF	\$500.00	\$500.00	CO. S-LAW ENFORCEMENT USE
63046-AP	HC 05/07/97	JOHN DEERE CREDIT	\$1,489.19	\$1,489.19	PCT#2-ACCT#17-999994161/JD WHEEL LOADER(5'97)
63047-AP	HC 05/07/97	STANLEY JENKINS, SHERIFF DEP	\$200.00	\$200.00	CO JAIL-JERRY WILLIAMS/PRISONER (TRENTON, GA) TRANSPORTED
63048-AP	HC 05/07/97	TAX ASSESSOR-COLLECTOR ASSOC	\$95.00	\$95.00	CO TAX-REGISTRATION/MICHEAL L SMITH(43rd ANNUAL CONF)
Total for AP - ACCOUNTS PAYABLE			\$153,902.09		

DO NOT WRITE

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/30/97 thru 05/09/97

PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
403-INS	HC 04/30/97	HEALTHCARE PARTNERS HEALTH P	\$265.00	\$265.00	AD FEES-04/30/97 PAYROLL (106 EMP @ \$2.50/EA)
404-INS	HC 05/05/97	HEALTHCARE PARTNERS HEALTH P	\$27,014.82	\$26,503.00	UPS01/CLAIMS CUT OFF DATED 04/24/97
				\$511.82	UPS01/CLAIMS CUT OFF DATED 04/24/97
Total for INS - INSURANCE			\$27,279.82		
Grand Total			\$181,181.91		

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gabbis Lindsey
COMMISSIONER PCT01, GABBIS LINDSEY

Tommy Stanley
COMMISSIONER PCT02, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT03, RICK JACKSON

Charles K. Thompson
COMMISSIONER PCT04, CHARLES K. THOMPSON

VOL. 48 PG. 58

FILED
MAY 12 1997
UPSHUR COUNTY, TX
DEPUTY

CO. & INT. CHECK
YTD IN QUIN

CHECK ...	DATE PRINTED	PAYROLL DATE	Issued to....	NET PAY.	DD	STATUS
62771-P	04/29/97	04/30/97	STILL, CHARLES L	2,333.39	N	
62772-P	04/29/97	04/30/97	CAIN, DERONDA KAYE	1,229.94	N	
62773-P	04/29/97	04/30/97	CHILDRESS, JANIS L	845.43		
62774-P	04/29/97	04/30/97	MCBRIDE, JUDITH A.	676.70		
62775-P	04/29/97	04/30/97	MORRIS, ADDIE RENE	1,110.72	N	
62776-P	04/29/97	04/30/97	RODENBERG, ROBIN D	554.60	N	
62777-P	04/29/97	04/30/97	SHAW, REX AUDENE	1,645.75	N	
62778-P	04/29/97	04/30/97	LOYD, DANNY MICHAEL	1,359.79	N	
62779-P	04/29/97	04/30/97	PARISH, TODD L	1,430.83		
62780-P	04/29/97	04/30/97	LOFTIS, JO ANN	1,046.63	N	
62781-P	04/29/97	04/30/97	DRENNAN, DEANNA R	2,269.13		
62782-P	04/29/97	04/30/97	ENGLISH, LOUIE M	972.04		
62783-P	04/29/97	04/30/97	LIBERACKI, JAMES H	183.77		
62784-P	04/29/97	04/30/97	ROSS, TERRI LYNN	1,283.26	N	
62785-P	04/29/97	04/30/97	BERRY, DEBORAH DENISE	850.17	N	
62786-P	04/29/97	04/30/97	CHEVALIER, MELISSA K	961.98		
62787-P	04/29/97	04/30/97	HAMBERLIN, FRANKIE M	1,041.06	N	
62788-P	04/29/97	04/30/97	HENSON, TEENA	994.45		
62789-P	04/29/97	04/30/97	KIMERY, PAULA D.	323.41		
62790-P	04/29/97	04/30/97	PATE, CASEY N	923.49	N	
62791-P	04/29/97	04/30/97	RAY, HORACE ANDY	1,658.51	N	
62792-P	04/29/97	04/30/97	STINNETT, SCARLETT T.	988.73	N	
62793-P	04/29/97	04/30/97	COSTON, WANDA C	1,372.96		
62794-P	04/29/97	04/30/97	HOLLINGSWORTH, LAURA L	733.79		
62795-P	04/29/97	04/30/97	PERRY, CAROLYN JO	1,054.42	N	
62796-P	04/29/97	04/30/97	POTTER, LYLE M JR.	1,221.92		
62797-P	04/29/97	04/30/97	CROW, JAMES A.	1,327.64	N	
62798-P	04/29/97	04/30/97	RAY, WILLIAM VALTON	1,145.65	N	
62799-P	04/29/97	04/30/97	BRUNSON, MARY DELL	1,170.94	N	
62800-P	04/29/97	04/30/97	JONES, CAROLYN SUE	1,338.83	N	
62801-P	04/29/97	04/30/97	JONES, EVELYN D	1,329.57	N	
62802-P	04/29/97	04/30/97	LINGLE, JOSEPH RICHARD JR.	1,625.92	N	
62803-P	04/29/97	04/30/97	MOORE, BARBARA L.	1,082.54	N	
62804-P	04/29/97	04/30/97	NORTON, ANGELA J	2,147.38		
62805-P	04/29/97	04/30/97	EAST, KAREN A	1,085.91	N	
62806-P	04/29/97	04/30/97	SHEPPERD, BEN C	1,890.88		
62807-P	04/29/97	04/30/97	EVANS, MINA LEE	408.23		
62808-P	04/29/97	04/30/97	HARRIS, MYRA NELL	923.03	N	
62809-P	04/29/97	04/30/97	STEELMAN, KARMEN CITA	576.25	N	
62810-P	04/29/97	04/30/97	TUEL, LINDA LOUISE	999.14	N	
62811-P	04/29/97	04/30/97	BOWDEN, CLAUDENE	1,016.53	N	
62812-P	04/29/97	04/30/97	DAVIS, LAVADA M	1,160.71	N	
62813-P	04/29/97	04/30/97	DAVIS, SHERRY R	1,015.99		
62814-P	04/29/97	04/30/97	EVANS, BERNADINE A	846.10		
62815-P	04/29/97	04/30/97	FAILS, PATSY M	1,015.17	N	
62816-P	04/29/97	04/30/97	GENTRY, PAULA A.	1,032.38		
62817-P	04/29/97	04/30/97	HALLMAN, CHRISTIE J.	991.48	N	
62818-P	04/29/97	04/30/97	HOLLOWAY, BARBARA J	1,134.69	N	
62819-P	04/29/97	04/30/97	HUTCHINS, WANDA L	907.55	N	
62820-P	04/29/97	04/30/97	SMITH, MICHEAL LOYD	1,715.31	N	
62821-P	04/29/97	04/30/97	WEBB, TERRI L	1,038.25	N	
62822-P	04/29/97	04/30/97	FLIPPD, DONA	1,272.14	N	

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NO. 4 LEFT WOOD

YES IN COLUMN

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
62823-P	04/29/97	04/30/97	COOK, JOHN RUBIN	1,195.46	N	
62824-P	04/29/97	04/30/97	DANIELS, CHARLES D	911.95	N	
62825-P	04/29/97	04/30/97	ROEDER, RAYMOND R	1,386.83	N	
62826-P	04/29/97	04/30/97	BULLOCK, JOEL K	1,007.72		
62827-P	04/29/97	04/30/97	ROGERS, WILLIAM A	1,022.09		
62828-P	04/29/97	04/30/97	CORLEY, ROLAN D	1,007.72		
62829-P	04/29/97	04/30/97	HENSON, CLODDIE D	477.18	N	
62830-P	04/29/97	04/30/97	ALFORD, JOHN MATTHEW	1,422.83	N	
62831-P	04/29/97	04/30/97	BENGE, RONALD DALE	1,181.52	N	
62832-P	04/29/97	04/30/97	BETTERTON, ANTHONY S	1,602.16	N	
62833-P	04/29/97	04/30/97	BURRIS, RANDY DAVID	1,919.91	N	
62834-P	04/29/97	04/30/97	CROMLEY, ROBERT ALLEN	1,479.92	N	
62835-P	04/29/97	04/30/97	CROSS, RICHARD D	1,632.66	N	
62836-P	04/29/97	04/30/97	DAVIS, MICHAEL WAYNE	1,468.32		
62837-P	04/29/97	04/30/97	DECUIR, JAMES A	1,319.27	N	
62838-P	04/29/97	04/30/97	FORTSON, LARRY WAYNE	1,480.40	N	
62839-P	04/29/97	04/30/97	HAYS, SHELIA R	1,116.09	N	
62840-P	04/29/97	04/30/97	JENKINS, STANLEY E	1,279.35	N	
62841-P	04/29/97	04/30/97	JORDAN, MURRAY K.	1,672.32	N	
62842-P	04/29/97	04/30/97	MATTHEWS, GENEVA NELL	954.29		
62843-P	04/29/97	04/30/97	ROACH, KAY LYNN	1,336.69	N	
62844-P	04/29/97	04/30/97	ROBERTS, GARY DALE	1,430.08		
62845-P	04/29/97	04/30/97	SALDIS, GEORGE CARL	1,400.43	N	
62846-P	04/29/97	04/30/97	YOUNG, LELAND WAYNE	1,093.85	N	
62847-P	04/29/97	04/30/97	BARBER, BILLIE DARLENE	1,171.72	N	
62848-P	04/29/97	04/30/97	BEAN, ELIZABETH M	1,202.12	N	
62849-P	04/29/97	04/30/97	BETTERTON, NANCY LYN	1,601.67	N	
62850-P	04/29/97	04/30/97	BISHOP, CODI B	1,158.65		
62851-P	04/29/97	04/30/97	CLARK, DEBRA MICHELLE	1,211.22		
62852-P	04/29/97	04/30/97	COPELAND, MELINDA D	1,310.59		
62853-P	04/29/97	04/30/97	DANIELS, JOE NATHAN	979.89		
62854-P	04/29/97	04/30/97	EDGE, PAMELA S	1,158.65		
62855-P	04/29/97	04/30/97	EDWARDS, SANDRA D	1,242.05	N	
62856-P	04/29/97	04/30/97	FENNELL, SHERRY L.	1,129.88	N	
62857-P	04/29/97	04/30/97	GRISWOLD, JAMES E.	1,232.97	N	
62858-P	04/29/97	04/30/97	HELLENSTILL, RAY B	1,128.28	N	
62859-P	04/29/97	04/30/97	HOPKINS, ALICE MATHIS	931.00	N	
62860-P	04/29/97	04/30/97	JONES, PENNY L.	353.23		
62861-P	04/29/97	04/30/97	MONTS, BRANDY L.	1,214.08		
62862-P	04/29/97	04/30/97	MOORE, JERRY A	1,277.46	N	
62863-P	04/29/97	04/30/97	MURPHY, NADRA H	1,269.78	N	
62864-P	04/29/97	04/30/97	PREUNINGER, WILLIAM L.	1,193.38		
62865-P	04/29/97	04/30/97	ROBINSON, DONNA G.	1,259.63	N	
62866-P	04/29/97	04/30/97	WALKER, DIANE	942.43	N	
62867-P	04/29/97	04/30/97	WHORTON, PAULA N	1,191.98	N	
62868-P	04/29/97	04/30/97	WILLIAMS, BILLY JOE	1,225.01		
62869-P	04/29/97	04/30/97	BROWN, CHRISTOPHER E.	1,850.75		
62870-P	04/29/97	04/30/97	GEE, JAMES R	1,297.92		
62871-P	04/29/97	04/30/97	GRANT, GLENDA ANN	1,036.48		
62872-P	04/29/97	04/30/97	HANCOCK, KATHRYN B	1,251.47		
62873-P	04/29/97	04/30/97	HUDGINS, ROYCE L III	1,790.51	N	
62874-P	04/29/97	04/30/97	JACKSON, SHANE	1,825.22		

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TO: LHM WOL
VEN: CALDWELL

CHECK...	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
62875-P	04/29/97	04/30/97	KELLER, LINDA H	1,632.67		
62876-P	04/29/97	04/30/97	MAYFIELD, KENNETH MURL	578.71	N	
62877-P	04/29/97	04/30/97	MCCAY, WILLIAM CARTER	1,953.44	N	
62878-P	04/29/97	04/30/97	PHILLIPS, KRISTIE D	1,318.75		
62879-P	04/29/97	04/30/97	RAY, JIMMY DARRELL	2,360.01		
62880-P	04/29/97	04/30/97	SPIVEY, JOHN K	1,644.18		
62881-P	04/29/97	04/30/97	STANFIELD, VICKY JONES	1,540.02		
62882-P	04/29/97	04/30/97	WARREN, SHERRY L	973.02		
62883-P	04/29/97	04/30/97	MITCHELL, RONNIE GENE	2,350.34	N	
62884-P	04/29/97	04/30/97	SMITH, MELINDA L	1,232.13	N	
62885-P	04/29/97	04/30/97	VINES, LISA S	1,339.47	N	
62886-P	04/29/97	04/30/97	WYLIE, MILTON J	1,693.59	N	
62887-P	04/29/97	04/30/97	SMITH, NADRA CITA	930.72	N	
62888-P	04/29/97	04/30/97	BECK, EARNEST EARL	845.95	N	
62889-P	04/29/97	04/30/97	BULLOCK, JOEL K	735.86		
62890-P	04/29/97	04/30/97	DAVIS, CECIL W SR.	1,115.01	N	
62891-P	04/29/97	04/30/97	JONES, ELLIS	655.11		
62892-P	04/29/97	04/30/97	LINDSEY, GADDIS M	1,417.08	N	
62893-P	04/29/97	04/30/97	ROBERTSON, OSCAR	1,111.02	N	
62894-P	04/29/97	04/30/97	SMITH, EDDIE J	1,219.72	N	
62895-P	04/29/97	04/30/97	STINE, ANTHONY CARL	713.42		
62896-P	04/29/97	04/30/97	STOKER, JAMES LOUIS	1,495.12	N	
62897-P	04/29/97	04/30/97	WILSON, JAMES R	1,075.12	N	
62898-P	04/29/97	04/30/97	CROCKETT, HARRY JAMES	1,104.87	N	
62899-P	04/29/97	04/30/97	HARGEST, CHARLES P.	826.18	N	
62900-P	04/29/97	04/30/97	JEFFERY, DONALD RAY	1,026.29	N	
62901-P	04/29/97	04/30/97	JOHNSON, IVORY GENE	1,469.71	N	
62902-P	04/29/97	04/30/97	JONES, LEON	977.30		
62903-P	04/29/97	04/30/97	NELSON, WILLIAM B.	1,056.28		
62904-P	04/29/97	04/30/97	PENDARVIS, ABBOTT, LYNN	1,475.33	N	
62905-P	04/29/97	04/30/97	STANLEY, TOMMY LEE	2,072.19	N	
62906-P	04/29/97	04/30/97	YOUNG, JOEY A	886.91	N	
62907-P	04/29/97	04/30/97	DRIGGERS, BOBBY D	1,427.48	N	
62908-P	04/29/97	04/30/97	GAGE, PAUL E	1,261.85		
62909-P	04/29/97	04/30/97	GLENN, GEORGE R	568.03	N	
62910-P	04/29/97	04/30/97	JACKSON, RICK D	2,042.43		
62911-P	04/29/97	04/30/97	LATHAM, GARY D.	1,104.50	N	
62912-P	04/29/97	04/30/97	MILLER, LONNIE E	994.99		
62913-P	04/29/97	04/30/97	PILKINGTON, CHARLES R	387.18		
62914-P	04/29/97	04/30/97	THOMPSON, DANNY R	897.30		
62915-P	04/29/97	04/30/97	TIMMONS, GERALD RAYLUND	319.21		
62916-P	04/29/97	04/30/97	TIMMONS, GERALD WAYNE	1,227.90	N	
62917-P	04/29/97	04/30/97	BALLARD, GERALD WAYNE	1,209.94	N	
62918-P	04/29/97	04/30/97	BLACKSTONE, WILLY PAT	951.27		
62919-P	04/29/97	04/30/97	CAMPBELL, GLENN EDWARD	1,416.55	N	
62920-P	04/29/97	04/30/97	DAVIS, GARY W.	1,105.59		
62921-P	04/29/97	04/30/97	HELPESTILL, EDWIN J	1,118.78		
62922-P	04/29/97	04/30/97	RITTER, DON L	1,072.54		
62923-P	04/29/97	04/30/97	SHAW, TOM P	1,136.53	N	
62924-P	04/29/97	04/30/97	SMITH, MELVIN DON	1,136.62		
62925-P	04/29/97	04/30/97	THOMPSON, CHARLES K	2,014.67		
62926-P	04/29/97	04/30/97	JOHNSON, GERALD DON	1,466.49	N	

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PG 5, 1111 1000

PG 5, 1111 1000

PAYROLL / PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

CHECK...	DATE PRINTED	PAYROLL DATE	Issued to..	NET PAY	DD	STATUS
62927-P	04/29/97	04/30/97	ELMORE, STACI M	263 99		
62928-P	04/29/97	04/30/97	GILES, PEGGY J	679 59		
62929-P	04/29/97	04/30/97	MORRISON, JOYCE FRANCES	1,601 01	N	
62930-P	04/29/97	04/30/97	SMITH, EMMA JEAN	874 78	N	
62931-P	04/29/97	04/30/97	THOMPSON, NANCY K	875 51	N	
62932-P	04/29/97	04/30/97	THORPE, ASHLYE N	298 29		
62933-P	04/29/97	04/30/97	WILLIAMS, JANET C	970 83	N	
62934-P	04/29/97	04/30/97	CAMPBELL, MARY ROSE	1,128 06	N	
62935-P	04/29/97	04/30/97	LANGFORD, KATHLEEN D	363 64	N	
				195,062.22		
				195,062.22		

FORM 111 V CA

1997 11 13

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97 APR 30 1997

UPSHUR COUNTY TREASURER
THE SOFTWARE GROUP, INC

PAYROLL SYSTEM V 4.50
ESCROW CHECK PAYMENT REGISTER

08 19 29 30 APR 1997
PAGE 1

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
62939-AP	04/30/97	UPSHUR COUNTY INSURANCE ACCOUNT	3,597 90
62940-AP	04/30/97	PEBSICO PAYROLL PROCESSING	2,628 10
62941-AP	04/30/97	GILMER NATIONAL BANK	40,943 76
62942-AP	04/30/97	GILMER NATIONAL BANK	24,372 84
62943-AP	04/30/97	ATTORNEY GENERAL OF TEXAS	650 00
62944-AP	04/30/97	EAST TEXAS PROFESSIONAL	2,395 00
62945-AP	04/30/97	FIRST NATIONAL BANK	655 00
62946-AP	04/30/97	GILMER NATIONAL BANK	305 00
62947-AP	04/30/97	GILMER SAVINGS BANK	50 00
62948-AP	04/30/97	UPSHUR COUNTY INSURANCE ACCOUNT	7,954 00
62949-AP	04/30/97	360 COMMUNICATIONS	73 42
62950-AP	04/30/97	RHONDA GAIL YOUNG	250 00
62951-AP	04/30/97	PATTI JILL YOUNG	240 00
62952-AP	04/30/97	RUBY COOPER, DISTRICT CLERK	237 00
62953-AP	04/30/97	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	42,911 10
62954-AP	04/30/97	MICHAEL GROSS	300 00
Total for All Payments -			127,613 12

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gladys Lindsey
COMMISSIONER PCT01, GLADYS LINDSEY

Tommy Staley
COMMISSIONER PCT02, TOMMY STALEY

[Signature]
COMMISSIONER PCT03, [Signature]

[Signature]
COMMISSIONER PCT04, [Signature]

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY
TO THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT # 3

DATE 4-28-97

Formal notice is hereby given that CHARLES GLENN whose
principal address is RT. 3 BOX 141-M, GILMER, TX 75644 does hereby propose
to place a CULVERT within the ROW of County Road
ASPEN. The location and description of
the proposed line of appurtenances is more fully shown by three
(3) copies of drawings attached to the application. Proposed
construction will begin, if approved, on or after the _____
day of _____, 19____.

I, _____, hereby attest that I have read the
conditions set forth in this application and understand it's
contents. NAME Charles E Glenn TITLE _____

734-7589

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to
the location on the right of way of your proposed _____
as shown by accompanying drawings and notice dated _____,
except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road. It is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court Instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

Gaddis *Luders* *John H. [unclear]* *Carl [unclear]*
Jenny Staley *[unclear]*

County Clerk's Memo
Portions of this document not
reproducible when recorded

**NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, MAY 12, 1997, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR**

AGENDA

1. Approve the minutes of previous meetings.
2. Consider approval of any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider any payroll changes and take appropriate action.
5. Treasurers report.
6. Financial statement.
7. Discuss county health insurance and take action if needed.
8. Receive report on fibre optics and computer upgrade.
9. Discuss 125 plan and take action if needed.
10. Discuss bidding on county insurance and take action if necessary.
11. Consider authorizing a commercial appraisal on Butler St. property.
12. Consider giving the Sheriff permission to sell 3 department cars, 1 seized vehicle and a trailer. Funds from sale to go back into sheriff's automobile fund.
13. Hear a request from Gaston DeBerry for County support of Ore City soliciting a private state jail and adopt a resolution.
14. Consider request by Darrèll Ray to purchase a vehicle at a cost over \$15,000 for Adult Probation.
15. Discuss and set policy on ambulance service in transporting bodies to and from autopsy sites.
16. Discuss and take action on establishing a burial site for paupers.
17. Accept a letter of resignation from District Clerk, Horace Ray.
18. Accept an order from District Judge Lauren Parish appointing Frankie Hamberlin as District Clerk.
19. Consider approval for County Clerk, Rex Shaw, to attend a conference in South Padre Island June 1-5, 1997.
20. Consider soliciting proposals for the annual audit.
21. Consider adopting a resolution concerning 911 mapping and addressing.
22. Open bids for oil and gas lease on Upshur County School lands.
23. Consider any bids on property struck off for taxes.
24. Approve applications for use of Upshur County roads and right of way.

Charles L. Still
Charles L. Still
County Judge

BY _____
 OFFICE _____
 97 MAY -8 PM 3:26
 ALEX A. STILL
 COUNTY CLERK

**NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
MONDAY, MAY 12, 1997, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR**

**AGENDA
ADDENDUM**

1. Open bids for county depository.

**Charles L. Still
County Judge**

REC'D
SCHEIDT
97 MAY -8 PM 3:55
L. SCHEIDT, CLERK
BY _____
CLERK

UPSHUR COUNTY COMMISSIONER'S COURT

5-12-1997

Commissioner's Court met in Regular Session. All members present.

1. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve minutes for following meeting dated 4-30-1997. Motion carried.

2. Motion by Gaddis Lindsey seconded by Rick Jackson to approve budget amendments as submitted by County Auditor. Motion carried.

3. Motion by Tommy Stanley seconded by Rick Jackson to approve payment of all bills now due. Motion carried. Copy attached.

4. Motion by Gaddis Lindsey seconded by Rick Jackson to approve the following payroll changes. James Wilson, Wayne Ballard, Harry Crockett, Sandra Edwards, Brandy Monts, Joe Daniels, Oscar Robertson, Wanda Hutchins, Bernadine Evans and Patsy Fails-all due to longevity increases. Also to approve payroll change for Hannah Suzanne Jamison due to new hire. Motion carried on all payroll changes. Copies of all attached.

5. Motion by Kenney Thompson seconded by Tommy Stanley to approve Treasurer's Monthly Report. Motion carried. Copy attached.

6. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve Financial Statements for the seven months ended April 30, 1997. Motion carried. Copy on file in County Clerk's office.

Addendum: No action taken on agenda item concerning opening bids for county depository. This action will be taken after recess.

7. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve tabling any action on agenda item concerning health insurance. This is tabled until 5-30-1997. Motion carried.

8. Karmen Steelman, from Treasurer Office, met with Court to give report on fiber optics and computer upgrade. Ms. Steelman stated that she has been working with Gilmer Cable on installing the fiber optics. Also Ms. Steelman stated computers used by County employees will be down the week of May 19 thru 23. Ms. Steelman said she felt everything was running smoothly.

9. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve moving all work involving the IRC Section 125 plan in house. Motion carried.

10. No action taken on agenda item concerning bidding on County insurance.

11. Motion by Kenney Thompson seconded by Gaddis Lindsey to approve authorizing P.M. Brown to appraise county owned property (Rock Building) on Butler Street. Motion carried.
12. Motion by Gaddis Lindsey seconded by Rick Jackson to approve tabling until 5-30-1997 request of Sheriff Cross to sell 3 department cars, 1 seized vehicle and a seized trailer. Also in this request is for the funds from sale to go back into Sheriff's automobile fund. Motion carried.
13. Gaston Deberry and Angie Edwards, mayor of Ore City, met with Court to request County showing support of Ore City soliciting a private state jail. Ms. Edwards stated this would be a 1,000 bed, minimum security facility. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve and adopt Resolution concerning securing the placement of a private state prison within the Ore City area. Motion carried. Copy attached.
14. Motion by Gaddis Lindsey seconded by Rick Jackson to approve request of Darrell Ray, Probation Officer, to purchase a vehicle for the Adult Probation Office thru the Houston-Galveston Area Council. Motion carried.
15. Motion by Gaddis Lindsey seconded by Rick Jackson to approve tabling until 5-30-1997 setting policy on service in transporting bodies to and from autopsy sites. Motion carried.
16. Motion by Tommy Stanley seconded by Kenney Thompson to approve authorizing Judge Charles Stull to contact a surveyor to survey county owned property which could possibly be used for a burial site for paupers. Motion carried.
17. Motion by Tommy Stanley seconded by Gaddis Lindsey to approve accepting and recording, a letter of resignation from District Clerk, Horace Ray. Motion carried. Copy attached.
18. Motion by Kenney Thompson seconded Gaddis Lindsey to approve accepting and recording an order from District Judge Lauren Parish appointing Frankie Hamberlin as District Clerk. Motion carried. Copy attached.
19. Motion by Gaddis Lindsey seconded by Kenney Thompson to approve County Clerk, Rex A. Shaw, attending a State conference in South Padre Island, June 1-5, 1997. Motion carried.
20. Motion by Kenney Thompson seconded by Rick Jackson to approve authorizing Ben Sheperd, County Auditor, to solicit for proposals for the annual audit. Motion carried. Proposals will be opened 6-9-1997.
21. Motion by Gaddis Lindsey seconded by Tommy Stanley to approve adopting resolution concerning Upshur County 9-1-1 addressing standards. Motion carried. Copy attached.
22. The following bids were only bids received for oil and gas lease on Upshur County School land. Bids were submitted by Mitchell Energy Corporation:

Amount of bid for South Upshur County School Land Survey, A-825 Throckmorton County, Texas is \$25.00 per net mineral acre for a total of \$61,370.00. Amount of bid for North Upshur County School Land Survey, A-557, Baylor and Throckmorton Counties, Texas is \$25.00 per Net mineral acre for a total of \$15,002.33 Other terms which cover both leases are a paid-up five (5) year primary term and a one-sixth (1/6th) royalty.

Motion by Tommy Stanley seconded by Rick Jackson to approve accepting only bids submitted by Mitchell Energy Corporation for oil and gas lease on Upshur County School land with stipulation County Attorney reviews lease and gives approval. Motion carried. Copies attached.

23. No action taken on agenda item concerning any bids on property struck off for taxes.

24. Motion by Tommy Stanley seconded by Rick Jackson to approve the following Special Road Use Agreements, Permit Applications and/or Applications for filling abandoned wells:

Special Road Use Agreement Contract submitted by L and L Logging to haul logs on Red Maple and Boyd.

Special Road Use Agreement Contract submitted by Forest Resource Recovery to haul logs on Bison.

Application for filling abandoned well submitted by Joel Johnson. Well is located on Hwy. 155.

Permit Application submitted by Dexter Cook to install a culvert in ROW of Aspen Trail.

Permit Application submitted by Jeff Schneider to install a culvert in ROW of Hilton Spring Road.

Special Road Use Agreement submitted by J.D. McClung to haul logs on Gardenia.

Special Road Use Agreement submitted by Patterson Logging to haul logs on Lama.

Special Road Use Agreement submitted by Patterson & Davis to haul logs on Turtle.

Special Road Use Agreement submitted by East Texas Land & Timber to haul logs on Cottonwood and Pinion.

Special Road Use Agreement submitted by Woodline Timber to haul logs on Iris and Periwinkle.

Application for filling abandoned well submitted by Margaret Johnson. Well is located on 425 S. Jean Street in Big Sandy.

Motion carried on all the above. Copies attached.

Court recessed at approxiametly 10:45 a.m.

Court reconvened at 1:00 p.m.

Motion by Tommy Stanley seconded by Kenney Thompson to approve accepting application/bid from First National Bank to become the depository bank for Upsalur County. Motion carried. Copies of applications/bids submitted by First National Bank and Gilmer National Bank attached.

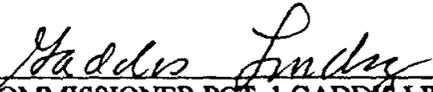
Motion by Rick Jackson seconded by Gaddis Lindsey to adjourn. Motion carried.

Jury Selection System placed into minutes for recording purposes only.

Attendance Sheet placed into minutes for recording purposes only.

Library Report for the month of April placed into minutes for recording purposes only.


JUDGE CHARLES STILL


COMMISSIONER PCT. 1 GADDIS LINDSEY


COMMISSIONER PCT. 2 TOMMY STANLEY


COMMISSIONER PCT 3 RICK JACKSON


COMMISSIONER PCT. 4 KENNEY THOMPSON

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 12TH
day of MAY, 1997.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Charles K. Thompson
Charles K. Thompson, Comm. Pct. 4

FILED
REX
COU
97 MAY 14 AM 9:59
UPSHUR COUNTY, W. VA.
BY _____ TERRY

BUDGET AMENDMENT

Date: 5-12-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following requests for additional funding:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:		RESERVE		
To:	18	614	5600	91,789

Reason: ACQUIRE ROAD EQPT.


Department Head PCT. 4

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 5-12-97

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	39	409	5500	700
To:	39	409	5350	700

Reason: Portable Radio

R. D. Crow
Department Head SOLID WASTE MGMT

Attest - County Clerk

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/12/97 thru 05/29/97

Check #.... HC Date.... Vendor..... Check Amount. Invoice Amt Invoice Descriptions

63065-AP	05/12/97	1997 CTAT CONFERENCE	\$85.00	\$85.00	CO TREAS-REGISTRATION/MYRA HARRIS(49th ANNUAL CONF@AMARILLO)
63066-AP	05/12/97	A & E MILL AND WELDING SUPPL	\$10.10	\$10.10	PCT#4-CUST#173125/CYL. RENTAL (ACEM; OX150)
63067-AP	05/12/97	ACCU. CHEM LABORATORIES	\$719.00	\$460.00 \$259.00	CCP-PROFILES INV#69580 & 70508 CCP-PROFILES INV#67414&67785
63068-AP	05/12/97	ACE LOCK & SAFE SERVICE	\$256.59	\$41.50 \$5.76 \$78.88 \$20.45 \$110.00	J CTR-(3)LATCH PROTECTORS CO BLDG-(2)DUP KEYS(1)MAGNETIC HIDE A KEY J CTR-(2)LOCKSETS, KNOBSET J CTR-(5)DUP KEYS(1)CYL. CO TAX-BANK/RE-COMBINATE VAULT #1&2
63069-AP	05/12/97	ANGELA NORTON	\$321.59	\$321.59	D A-REIMBURSE/91m1@. 315/ AIRFARE; PARKING; MEALS ; LODGING
63070-AP	05/12/97	ARAMARK UNIFORM SERVICES, IN	\$928.35	\$56.90 \$52.10 \$20.05 \$54.10 \$43.95 \$43.05 \$52.10 \$20.05 \$54.10 \$58.20 \$43.05 \$52.10 \$20.05 \$58.30 \$43.95 \$43.05 \$52.10 \$20.05 \$54.10 \$43.95 \$43.05	PCT#1-CUST#5945001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE CO BLDGS-CUST#12829001/UNIFORM SERVICE PCT#1-CUST#5945001/UNIFORM SERVICE PCT#2-CUST#5935001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#4-CUST#6058001/UNIFORM SERVICE
63071-AP	05/12/97	ARKLA GAS	\$403.75	\$403.75	J CTR-ACCT#0721336289005/MAY 8'97 BILLING
63072-AP	05/12/97	AT & T INFORMATION SYSTEMS	\$5.07	\$5.07	SUP-ACCT#0142860638001/APRIL 15'97 BILLING
63073-AP	05/12/97	BAILEY SUPPLY, INC	\$45.95	\$45.95	CO BLDGS-SCREWDRIVERS
63074-AP	05/12/97	BARRY WALLACE, ATTY	\$1,550.32	\$250.00 \$250.00 \$250.00 \$800.32	D CT-CAUSE#11,820&1 JOHN JOSEPH ZANAME D CT-CAUSE#11,828 JAMES GARY NIXON D CT-CAUSE#11,852 ARBERY MOORE JR. D CT-CAUSE#11,670/STATE VS. WALTER LEE BIRCHER

63075-AP 05/12/97 BEARING SERVICE&SUPPLY, INC \$60.64 \$60.64 PCT#1-ND PILLOW BLOCK

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Check #...	HC Date...	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
63076-AP	05/12/97	BILL MITCHELL	\$276.00	\$276.00	PCT#3-GRAVEL/138 YDS @ \$2.00
63077-AP	05/12/97	BILL WM W. GOGAN, D. D. E	\$555.00	\$555.00	CO JAIL-DENTAL/R. ELLIOTT; K. PETRICK; M GAGE; F J ACKSON, H SCOTT
63078-AP	05/12/97	BISHOP & BISHOP, P. C	\$250.00	\$250.00	D. CT-CAUSE#11, 102 CHRISTOPHER RUSSOM
63079-AP	05/12/97	BLAZER RESOURCES, INC	\$27,447.00	\$2,625.00 \$9,450.00 \$4,200.00 \$3,150.00 \$8,022.00	PCT#2-CUST#2611/ROAD OIL(125 BBLs @ \$21.00) PCT#1-CUST#2611/ROAD OIL(450 BBLs @ \$21.00) PCT#3-CUST#2611/ROAD OIL(200 BBLs @ \$21.00) PCT#1-CUST#2611/ROAD OIL(150 BBLs @ \$21.00) PCT#4-CUST#2611/ROAD OIL(382 BBLs @ \$21.00)
63080-AP	05/12/97	BOB BARKER CO, INC.	\$746.50	\$73.88 \$94.04 \$578.58	CO JAIL-(9 5)02, TUMBLERS, TRAYS CO. JAIL-(1)02, MATTRESS COVERS CO JAIL-LINENS & BEDDING; FREIGHT
63081-AP	05/12/97	BRAD MORIN	\$250.00	\$250.00	D. CT-CAUSE#11, 487/STATE VS LARRY LEE SALTER
63082-AP	05/12/97	BROOKSHIRES	\$27.91	\$27.91	D A-LAKENDRIC BLACK/HOT CK RESTITUTION
63083-AP	05/12/97	BULFINCH CUSTODIAL SERVICE	\$3,823.77	\$3,823.77	MAY '97 JANITORIAL SERVICE
63084-AP	05/12/97	CALAME, LINEBARGER&GRAHAM	\$3,835.92	\$3,835.92	CO. TAX-MARCH '97 DELIQUENT TAX ATTY FEES
63085-AP	05/12/97	CENTRAL UNIFIED LIFE INSURANC	\$1,106.67	\$1,106.67	GROUP#4269 APRIL '97 PAYROLL DEDUCTIONS
63086-AP	05/12/97	CHEROKEE COUNTY	\$168.00	\$168.00	CO JUDGE-CAUSE#MI#19,551(CAROL GRIZZLE)COMMITMENT-RUSK STATE HOSPITAL
63087-AP	05/12/97	CHEVRON U. S. A. INC.	\$75.59	\$75.59	CCP-ACCT#789-878-985-9; 4/29/97 BILLING
63088-AP	05/12/97	CHILDERS & SONS REPAIR	\$24.86	\$24.86	CCP-EQUIPMENT
63089-AP	05/12/97	CINDY GRIMES	\$30.00	\$30.00	SUP-VICTIMS IMPACT 4/27/97
63090-AP	05/12/97	CITY DRUG COMPANY	\$13.46	\$13.46	SUP-INV#260741&257438/FILM
63091-AP	05/12/97	CO. & DIST CLERKS' ASSOC O	\$125.00	\$125.00	CO CLK-REGISTRATION/REX SHAW(102nd ANNUAL CONF)
63092-AP	05/12/97	COMMUNITY CORRECTION CENTER	\$2,400.00	\$2,400.00	ISP-APRIL '97 PLACEMENT/B F (30days@80 ea)
63093-AP	05/12/97	COMMUNITY SUPERVISION	\$42.00	\$42.00	ISP-APRIL '97/UA REPORTS
63094-AP	05/12/97	COMPLETE BUSINESS	\$245.02	\$83.29 \$4.00 \$85.65 \$72.08	D CLK-CUST#LN0461/RICOH F5520(6756 COPIES MADE 03/01/97-04/01/97) D CLK-CUST#LN0461/TONER TREAS-CUST#LN0461/RICOH F441B(6575 COPIES MADE 03/01/97-04/01/97) CO JUDGE-CUST#LN0461/COPY COUNT CONT(5520

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COPIES 03/01/97-04/01/97

63095-AP	05/12/97	COURT REPORTING SERVICES	\$80 00	\$80 00	D CT-COURT REPORTING 04/17/97
63096-AP	05/12/97	CROLEY FUNERAL HOME	\$995.00	\$995 00	NON DEPT-INDIGENT BURIAL/R. D. McCLENAN
63097-AP	05/12/97	DALLAS COUNTY INSTITUTE OF F	\$3,500 00	\$3,500 00	JP#1, 2, 4-MEDICAL EXAMINER SERVICED PERFORMED IN MAR 97
63098-AP	05/12/97	DARR EQUIPMENT COMPANY	\$91,962 16	\$136 51 \$36 65 \$91,789 00	PCT#4-PARTS FOR MAINTAINER PCT#4-CUST#B727400/BELT PCT#4-MODEL 924F CATERPILLAR
63099-AP	05/12/97	DAVID JONES	\$235 00	\$235 00	CO S-JAMES O. FULLER/MEDICAL 4/8&9/97
63100-AP	05/12/97	DEALERS TRUCK	\$395 00	\$395 00	PCT#1-CUST#VRUP01/S/LSADDLEBO SHED
63101-AP	05/12/97	DEANNA DRENNAN	\$151.02	\$151 02	D CT-REIMBURSE/MEALS, LODGING, SUPPLIES
63102-AP	05/12/97	DEARION & DAVIS FUNERAL PARL	\$429 00	\$429 00	JP#3-CALVIN GREEN/TRASPORTED TO DALLAS &BACK TO GLADEWATER
63103-AP	05/12/97	DR. GEORGE A. FULLER III	\$85 00	\$85 00	CO. JAIL-JAMES FULLER/MEDICAL 4/11/97
63104-AP	05/12/97	DWIGHT A. BRANNON	\$1,200 00	\$700 00 \$250 00 \$250 00	D CT-CAUSE#11,851/STATE VS. LINDA JACKSON D CT-CAUSE#11,066&67 OLAN HAGLER D CT-CAUSE#11,688 CASEY DEAN SMITH 4/7/97
63105-AP	05/12/97	EAST TEXAS MEDICAL CENTER	\$381 54	\$104 01 \$46 24 \$75 80 \$35 20 \$70 14 \$50 15	IND-NEGRIL A DOUGLAS/MEDICAL 3/17/97 IND-NEGRIL A DOUGLAS/MEDICAL 4/4/97 CO JAIL-CASEY D. SMITH/MEDICAL 4/2/97 IND-GLEN MOSS/MEDICAL 4/17/97 IND-JIMMIE L. CAMMACK/MEDICAL 4/18/97 IND-GLEN R. CROSS/MEDICAL 3/19/97
63106-AP	05/12/97	EASTEX TRUCK PARTS, INC	\$300.00	\$50 00 \$250 00	PCT#2-FRONT COVER PCT#3-STEERING BOX FOR UNIT 313
63107-AP	05/12/97	ECONOMY AUTO SUPPLY, INC	\$391 22	\$95 49 \$69 08 \$22 90 \$25 34 \$11 14 \$87 47 \$9 14 \$11 92 \$1 18 \$57 56	PCT#3-SPINDLE BOLT KIT, LABOR, WRENCH (2) PCT#4-AIR COUPLERS & AIR HOSE PCT#3-BOOSTER CABLES CO S-ADHESIVE REMOVER PCT#3-SOLONOID PCT#3-ACCT#8700/TOOL BOX PCT#3-ACCT#8700/SOCKET SET PCT#3-SPARK PLUGS PCT#3-PLASTIC "T" PCT#4-AIR FILTER, SPARK PLUGS, BEARING, CIRCUIT TESTER, FUSES (20 & 30 AMP)
63108-AP	05/12/97	EDDIE J SMITH	\$13 54	\$13 54	PCT#1-REIMBURSE/43mi@ 315(PICKUP SURVEY INST)

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63109-AP	05/12/97	ELWELL'S OIL & LUBE	\$17.00	\$17.00	CO. S-UNIT#18/OIL; FILTER; LABOR
63110-AP	05/12/97	ETEX TELEPHONE COOP., INC	\$193.99	\$20 70 \$36.72 \$43 53 \$50.98 \$42.06	TELE. COMM-#968-2941/MAY 1'97 BILLING PCT#1-734-5609/MAY 1'97 BILLING PCT#2-#762-6266/MAY 1'97 BILLING PCT#3-#734-5822/MAY 1'97 BILLING PCT#4-#762-6731/MAY 1'97 BILLING
63111-AP	05/12/97	FAIRFIELD INN	\$230.92	\$230 92	911-LODGING FOR MAPINFO TRAINING INSTRUCTOR(TREY PATTILLO)
63112-AP	05/12/97	FANNIN FARM EQUIPMENT	\$88.73	\$2.36 \$18 87 \$15 50 \$52 00	PCT#3-PINS PCT#3-FORD MANUAL PCT#3-APRIL CYL. RENT/125 OXY; (2)145 ACET / (1)281OXY. PCT#1-APRIL CYL RENT/7 ACET; 6 OXY
63113-AP	05/12/97	FEDEX	\$52.02	\$52.02	CO. S-ACCT#1716-1325-6/SHIPMENTS TO HUNTSVILLE(4)
63114-AP	05/12/97	FERN'S TRUCK STOP	\$200 00	\$200 00	D A-SHELBY CRAWLEY/HOT CK. RESTITUTION
63115-AP	05/12/97	FLUID POWER SERVICES, INC.	\$250.89	\$250 89	PCT#4-HYDRAULIC CYLINDER REPAIR
63116-AP	05/12/97	FUTURE EQUIPMENT CO., INC	\$236.70	\$236.70	PCT#1-BLADES, BOLTS & NUTS FOR BOOMAX MOWER
63117-AP	05/12/97	GAYLORD BROS., INC.	\$436 98	\$51 94 \$385 04	CO LIB-ACCT#A00169375/ID PROTECTORS, SHIPPING DCO LIB-PLASTIC I D CARDS & SLEEVES, SHIPPING
63118-AP	05/12/97	GENERAL TELEPHONE COMPANY	\$316.78	\$35.01 \$35 01 \$118 26 \$38 21 \$32.06 \$9 02 \$49.21	TELE COMM-#1LA-3895/APRIL 19'97 BILLING TELE COMM-#1LA-3894/APRIL 19'97 BILLING TELE COMM-#1LA-3893/APRIL 19'97 BILLING TELE COMM-#1FD-3891/APRIL 19'97 BILLING CO TAX-#1FD-2004/APRIL 19'97 BILLING CO S-#1BA-2703/APRIL 19'97 BILLING TELE. COMM-#1FD-3619/APRIL 25'97 BILLING
63119-AP	05/12/97	GILMER CABLE TV CO., INC.	\$65.00	\$65 00	CO JAIL-ACCT#13891/MAY 1'97 BILLING
63120-AP	05/12/97	GILMER COUNSELING SERVICES	\$875.00	\$875 00	JUV. PROB-MARCH'97 GROUP&IND. COUNSELING
63121-AP	05/12/97	GILMER DRUG COMPANY	\$870 47	\$122 94 \$4 10 \$82 83 \$23 23 \$5.34 \$26 09 \$8 29 \$117 73	CO JAIL-KEVIN PETRICK/PRESCRIPTIONS CO JAIL-DESTRIC BOYD/PRESCRIPTION CO JAIL-D WHITE; D WILLIAMSON; F JACKSON/PRESCR PTIONS CO JAIL-D WILLIAMSON; P. JOHNSON/PRESCRIPTIONS PCT#3-UPS SHIPPING CO JAIL-WALTER BIRCHER/PRESCRIPTIONS CO JAIL-DARRON WYLER/PRESCRIPTION CO JAIL-JESUS ANGELO/PRESCRIPTIONS

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				\$52 02	CO JAIL-JAMES FULLER/PRESCRIPTION
				\$10 59	CO JAIL-BANDAGES; MASK
				\$7 73	CO JAIL-MONNIE WHITTINGTON
				\$14 36	CO JAIL-JAMES FULLER/PRESCRIPTION
				\$179.65	CO JAIL-W BIRCHER; J. ODOM; R. RENEAU/PRESCRIPTIONS
				\$44 52	CO JAIL-KEVIN PETRICK/PRESCRIPTION; BENADRYL
				\$9 45	CO JAIL-JESUS ANGELO/PRESCRIPTION
				\$6 02	CO JAIL-FONZELL JACKSON/PRESCRIPTION
				\$4 71	CO JAIL-PATRICK JOHNSON/PRESCRIPTION
				\$73 06	CO JAIL-DAVID BERENS/PRESCRIPTIONS
				\$14 33	CO JAIL-CONNIE JOHNSTON/PRESCRIPTION
				\$33 60	CO JAIL-JOE JOSLIN; JACK ODOM PRESCRIPTIONS
				\$32 41	CO JAIL-ROY RIGGS/PRESCRIPTIONS
				\$3 23	CO JAIL-ADHESIVE PADS
				\$5 76cr	CO JAIL-RETURNED BENADRYL

63122-AP	05/12/97	GILMER LUMBER COMPANY INC.	\$22.50	\$22 50	PCT#4-CUST#0021020/NAILS
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63123-AP	05/12/97	GILMER OFFICE CENTER	\$120 87	\$48 53	911-LASER LABELS; LASER POST CARDS
				\$3 33	911-PENS, HIGHLIGHTER & BINDER
				\$40 00	I C -ADDING MACHINE PAPER
				\$5 00	CO. EXT-COPY PAPER
				\$24 01	I. C. -LETTERHEAD PAPER; DATA BINDER

63124-AP	05/12/97	GOVERNMENT RECORDS SERVICES	\$6,936 06	\$6,661 06	CO CLK-CUST#309/MICRO FILMING&INDEXING 3/27/97
				\$275 00	D CLK-CUST#000532/CAMERA RENTAL W/EASEL

63125-AP	05/12/97	GT DISTRIBUTORS, INC.	\$587 75	\$587 75	CONST#3-BULLET PROOF VEST, SHELL & T-SHIRTS
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63126-AP	05/12/97	GWEN LODEN, ATTY AT LAW	\$320 00	\$320 00	D CT-CAUSE#228-96/IN THE INTEREST OF WALKER & GUINN; MINOR CHILDREN
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63127-AP	05/12/97	HARLEY EQUIPMENT	\$20 57	\$41 49	PCT#3-CUST#9285-A/FUEL LINE; FREIGHT
				\$20 92cr	PCT#3-CREDIT ON FUEL LINE

63128-AP	05/12/97	HERBERT L YOUNG	\$6,831 82	\$2,223 42	PCT#4-DIESEL/1225 GALS. @ \$0.68 9; GAS. 1320 GALS @ \$1 04.5
				\$2,228 04	PCT#1-DIESEL(1225GALS. @ \$0 69 6); GASOLINE(1320 GALS. @ \$0.69.6)
				\$39 11	PCT#1-DIESEL/56 GALS @ \$0 69.6
				\$2,114 32	PCT#3-DIESEL(1320 GALS. @ \$0 69.6); GAS(1225 GALS @ \$0 97 6)
				\$50 55	911-(46)gals LEAD REG. GAS
				\$176 38	CO BLDGS-161 GALS. GASOLINE

63129-AP	05/12/97	HEWLETT-PACKARD	\$53 80	\$229 00	COMPUTER-HEATING ELEMENT FOR PRINTER
				\$175 20cr	COMPUTER-HEATING ELEMENT EXCHANGE

63130-AP	05/12/97	HOLMES CONCRETE PIPE	\$580 60	\$143 85	PCT#1-CULVERTS (15" X 36")
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63150-AP	05/12/97	LISA VINES	\$732.53	\$732.53	PEER-REIMBURSE/1136mi @ .315; MEALS 4/97(MAY TRAINING)
63151-AP	05/12/97	LONGVIEW ASPHALT INC	\$9,697.94	\$1,265.78	PCT#3-CUST#221773/OIL DIRT(46.88 TON @ \$23.50)
				\$689.32	PCT#4-CUST#221774/OIL DIRT(25.53 TON @ \$23.50)
				\$2,160.00	PCT#2-CUST#221772/RECYCLE MAT. (36 LOADS)
				\$2,580.00	PCT#2-CUST#221772/RECYCLE MATERIAL(43 LOADS @ \$60.00)
				\$1,870.00	PCT#1-CUST#221771/RECYCLE MAT. (34 LOADS @ \$55.00)
				\$1,293.58	PCT#2-CUST#221772/OIL DIRT(47.91 TON @ \$23.50)
				\$160.74cr	PCT#1-CUST#221771/SHOULD HAVE BEEN E. MT. BILL
63152-AP	05/12/97	LONGVIEW CLUTCH & DRIVE SHAF	\$2,311.10	\$2,311.10	PCT#1-PARTS FOR MIXER
63153-AP	05/12/97	LONGVIEW GLASS CO.	\$140.00	\$140.00	J. CTR-PLEXIGLASS
63154-AP	05/12/97	LONGVIEW IMAGING CONSULTANTS	\$31.00	\$31.00	CO. JAIL-ACCT#29912987/CYRUS E. WESLEY
63155-AP	05/12/97	LONGVIEW ORTHOPAEDIC CLINIC	\$48.64	\$48.64	IND-LARRY F. FORD/MEDICAL 3/26/97
63156-AP	05/12/97	LOWE'S OF LONGVIEW	\$549.00	\$549.00	PCT#4-AIR COMPRESSOR
63157-AP	05/12/97	M. R. PATTON	\$250.00	\$250.00	D. CT-CAUSE#11,818/STATE VS RAY STARKS
63158-AP	05/12/97	MED SHOP PHARMACY	\$514.66	\$48.26	CO JAIL-ACCT#2528/LICE KILLING SHAMPOO; DICLOXACILLIN
				\$466.40	IND-ACCT#2048/PRESCRIPTIONS 4/28/97 BILLING
63159-AP	05/12/97	MELINDA SMITH	\$422.20	\$422.20	JUV PROB-REIMBURSE/680mi @ .315; MEALS 4/97
63160-AP	05/12/97	MICHAEL MARTIN, ATTY	\$1,250.00	\$250.00	D CT-CAUSE#11,388/STATE VS KYLE KIER WILLIAMS
				\$500.00	D CT-CAUSE#11,154/STATE VS KYLE GENE MURPHY
				\$250.00	D CT-CAUSE#11,921/STATE VS ROY LEE HICKS
				\$250.00	D CT-CAUSE#11,564/STATE VS CHARLES MCHORTER
63161-AP	05/12/97	MID-CONTINENT LIFE INSURANCE	\$34.00	\$34.00	MO101153115 APRIL '97 PAYROLL DEDUCTIONS
63162-AP	05/12/97	MIKE REARDON PLUMBING	\$233.92	\$233.92	J. CTR-INST. LAV VALVE; HOOKUPSUMP PUMP
63163-AP	05/12/97	MILTON WYLIE	\$276.14	\$276.14	ISP-REIMBURSE/852mi; MEALS; OTHER 4/97
63164-AP	05/12/97	MUSIC MOUNTAIN WATER CO	\$25.16	\$25.16	CO TAX-ACCT#187001-00/APRIL&MAY '97 BILLING
63165-AP	05/12/97	NATIONSBANK OF DELAWARE, N A	\$563.18	\$15.79	SUP-ACCT#5342-8830-0005-6528; 4/24/97 BILL
				\$9.35	SUP-ACCT#5342-8800-1104-9005; 4/24/97 BILL
				\$183.59	SUP-ACCT#5342-8830-0008-3951; 4/24/97 BILL
				\$306.91	SUP-ACCT#5342-8830-0007-5148; 4/24/97 BILL

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				\$47.54	CCP-ACCT#5342-8830-0002-6109; 4/24/97 BILL
63166-AP	05/12/97	NEWSOME'S GROCERY	\$173.09	\$173.09	D A-PAUL C. STEVENS/HOT CK RESTITUTION
63167-AP	05/12/97	NICHOLS MACHINERY COMPANY	\$3,760.48	\$1,081.08 \$592.20	PCT#4-SUPER TINES FOR REX MIXER PCT#1, 2, 3&4-PARTS FOR BOMAG; PCT#1, 2, 3&4-PARTS FOR BOMAG; PCT#1, 2, 3&4-PARTS FOR BOMAG; PCT#1, 2, 3&4-PARTS FOR BOMAG
				\$1,184.40	PCT#1, 2, 3&4-BULLETS FOR BOMAG; PCT#1, 2, 3&4-BULLETS FOR BOMAG; PCT#1, 2, 3&4-BULLETS FOR BOMAG; PCT#1, 2, 3&4-BULLETS FOR BOMAG
				\$902.80	PCT#4-BULLET TEETH & PUNCH(FOR BOMAG); PCT#4-BULLET TEETH & PUNCH(FOR BOMAG); PCT#4-BULLET TEETH & PUNCH(FOR BOMAG); PCT#4-BULLET TEETH & PUNCH(FOR BOMAG)
63168-AP	05/12/97	NORTHSIDE NUWAY	\$20.00	\$20.00	D A-BILL GERMON/HOT CK RESTITUTION
63169-AP	05/12/97	P & M MACHINE	\$480.00	\$480.00	PCT#1-(1)10T PARALLEL SHAFT
63170-AP	05/12/97	PATRICIA HARRISON	\$632.00	\$272.00	DA-CAUSE#430-96/DEPOSITIONS(SPENCER; VICE; THOM PSON) \$90.00 CO CT-COURT REPORTING 04/17/97 \$90.00 CO CT-COURT REPORTING 04/24/97 \$180.00 CO CT-COURT REPORTING 04/29/97
63171-AP	05/12/97	PATSY POPE	\$234.00	\$234.00	PCT#3-(234)yds. SAND@1.00per. yd
63172-AP	05/12/97	PATTERSON PLUMBING	\$87.30	\$38.30 \$49.00	J CTR-SEALS; THRIFT; GALV. COUPL, NIPPLES; STERED CO. BLDGS-STEMS
63173-AP	05/12/97	PRITCHETT WATER SUPPLY CORP	\$40.72	\$40.72	PCT#1-ACCT#1406/APRIL 25'97 BILLING
63174-AP	05/12/97	PROFESSIONAL FOOD SYSTEMS	\$802.96	\$455.62 \$347.34	CO JAIL-CUST#17130/ASSORTED FOODS CO. JAIL-CUST#17130/ASSORTED FOODS
63175-AP	05/12/97	PROFESSIONAL TECHNICAL ASSIS	\$14,421.70	\$1,445.00 \$8,589.50 \$3,687.20 \$700.00	CO S-250 TOWER EXTENTION CO S-MIDLAN RPT(REPEATER SYS) CO S-CONTROL STATIONS & INSTALLATION WASTE-(1)POSTABLE YAESU VX10 RADIO
63176-AP	05/12/97	QUILL CORPORATION	\$154.98	\$154.98	JP#3-ACCT#00857133/FILING BOX, TABS, PENS, FOLDERS, LIG PAPER
63177-AP	05/12/97	R & J PAWN AND GUN	\$25.00	\$25.00	CO. S-AMMO
63178-AP	05/12/97	RADIOSHACK ACCOUNTS RECEIVAB	\$45.97	\$45.97	DA-SUPPLIES
63179-AP	05/12/97	READING'S FUN LTD	\$389.00	\$389.00	CO. LIB-CUST#69-UPS/EYEWITNESS: SET B

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 May 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 05/12/97 thru 05/29/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
63180-AP	05/12/97	RED OAK TIMBER COMPANY	\$258 00	\$258 00	PCT#2-GRAVEL/43 LOADS @ \$6.00
63181-AP	05/12/97	RICHARD A. HAMER, M D.	\$26.87	\$26 87	IND-NEGRIL DOUGLAS/MEDICAL 4/22/97
63182-AP	05/12/97	RICK'S TIRE SERVICE	\$140 00	\$70.00 \$70.00	PCT#4-PICK UP 4 TIRES AT H&D; MOUNT ON TRK#414 PCT#1,2,3,4-ACCT#19/SERVICE CALL; 4 TIRE MOUNTS
63183-AP	05/12/97	ROADWAY OIL CO, INC	\$14,262 00	\$2,846 40 \$5,732 60 \$2,849 60 \$2,833 40	PCT#4-ROAD OIL PCT#4-ROAD OIL PCT#4-ROAD OIL PCT#4-ROAD OIL
63184-AP	05/12/97	ROCKING W COMMUNICATIONS, IN	\$2,351 23	\$1,197 50 \$1,153.73	CO BLDG-COUNTY CT. ROOM SOUND SYSTEM CO BLDG-COMM. CT SOUND SYSTEM
63185-AP	05/12/97	RONNIE MITCHELL	\$363 47	\$363 47	JUV PROB-REIMBURSE/837mi@.315; MEALS 4/97
63186-AP	05/12/97	SALEM PRESS, INC.	\$258 00	\$258 00	CD LIB-BOOKS "GREAT EVENTS"
63187-AP	05/12/97	SANDY LIVENOOD	\$600 00	\$150 00 \$150 00 \$150 00 \$150 00	D CT-CAUSE#358-94/IN THE INTEREST OF MISTIE MOORE D CT-CAUSE#511-93/IN THE INTEREST OF NICOLE ELIOTT D CT-CAUSE#50-94/IN THE INTEREST OF MEGAN JAMISON D CT-CAUSE#299-93/IN THE INTEREST OF JAMES BLEER
63188-AP	05/12/97	SCHWAAB, INC.	\$113.10	\$113 10	CO CLK-2 SCHWAAB DATERS
63189-AP	05/12/97	SHANE JACKSON	\$158 73	\$158 73	CCP-REIMBURSE/403mi@.315; MEALS; TRAINING FEE
63190-AP	05/12/97	SHELL OIL COMPANY	\$101 68	\$101 68	CO S-ACCT#092 821 628/GASOLINE
63191-AP	05/12/97	SHEPARD'S/McGRAW-HILL	\$177.00	\$177 00	LAW LIB-ACCT#96 165 0000/TEXAS CASE NAMES CITATOR,CUMULATIVE SUPP.
63192-AP	05/12/97	SKINNER RADIATOR SHOP	\$90 00	\$40 00 \$50 00	PCT#2-CLEAN & REPAIR RADIATOR PCT#3-CLEAN RADIATOR
63193-AP	05/12/97	SMITH OIL COMPANY	\$1,967 36	\$368 10 \$179 00 \$37 00 \$256 10 \$630 40 \$351 76 \$145 00	PCT#2-ASSORTED FILTERS, TOWEL, COOLANT PCT#3-HYD. FLUID PCT#3-START. FLUID; BRAKE FLUID PCT#1-DELO 400-30; TRACTOR HYD; DEXRON II, OIL FILTER PCT#2-TRACTOR HYD FLD; MOTOR OIL, FILTERS; COOLANT PCT#1-400-30 OIL, GEAR OIL, TRACTOR HYD. ATF, HAND CLEANER PCT#2-(8)gals ANTI FRZ, WRENCHES; BATTERY; FILTE

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ROADWAY OIL CO

Y R M C

UPBORO COUNTY

ACCOUNTS PAYABLE SYSTEM

29 May 1997

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/12/97 thru 05/29/97

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Check #.... HC Date.... Vendor..... Check Amount. Invoice Amt Invoice Descriptions

RS

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
63194-AP	05/12/97	8080L	\$5.00	\$5.00	PCT#3-CUST#551100/APRIL CYL RENTAL 1 SM. OXY.
63195-AP	05/12/97	SOUTHWESTERN BELL TELEPHONE	\$156.10	\$156.10	SUP-#665-3909/APRIL 15'97 BILLING
63196-AP	05/12/97	SOUTHWESTERN ELECTRIC POWER	\$1,373.16	\$1,265.97	CO. CTH-ACCT#5674/MAY 7'97 BILLING
				\$107.19	CO. BLDG-ACCT#1673/MAY 8'97 BILLING
63197-AP	05/12/97	STANLEY JENKINS	\$21.19	\$21.19	CO S-REIMBURSE/MEALS@SCHOOL
63198-AP	05/12/97	STOVALL & SHELTON	\$250.00	\$250.00	D. CT-CAUSE#11,460/STATE VS TIMOTHY ROYCE BYRD
63199-AP	05/12/97	SUMMERS ELECTRIC COMPANY	\$104.16	\$104.16	CO TAX-ELECTRICAL WORK(BANK)
63200-AP	05/12/97	SUPER SAVER RENT-A-CAR	\$400.00	\$400.00	911-MAY'97/'95 MERCURY SABLE LEASE
63201-AP	05/12/97	SYSCO FOOD SYSTEMS, INC.	\$446.98	\$446.98	CO JAIL-CUST#288639/ASSORTED FOODS
63202-AP	05/12/97	T & S TRACTOR INC.	\$90.36	\$90.36	PCT#4-BLADES FOR SIDE MOWER
63203-AP	05/12/97	T M LUMBER CO, INC	\$16.03	\$3.28	PCT#2-TEES, BUSH, COUPLES, ELL
				\$10.25	PCT#2-(1)1/2 CD PLYWOOD
				\$2.50	PCT#2-(50)SCREWS
63204-AP	05/12/97	TAX ASSESSOR-COLLECTOR ASSOC	\$65.00	\$65.00	CO TAX-1997 MEMBERSHIP DUES/MICHEAL L. SMITH
63205-AP	05/12/97	TEFTELLER & PELAIA	\$500.00	\$250.00	D CT-CAUSE#11,774 TERRY SOAPE
				\$250.00	D. CT-CAUSE#11,384 JASPER W THOMAS 4/7/97
63206-AP	05/12/97	TEXAS FORESTRY ASSOCIATION	\$35.00	\$35.00	D A-REGISTRATION/TIM CONE(TIMBER SECURITY WORKSHOP)
63207-AP	05/12/97	TEXAS LAWYER	\$209.00	\$209.00	D CT-ACCT#10985/1yr SUBSCRIPTION
63208-AP	05/12/97	THE CIMA COMPANIES, INC	\$205.00	\$205.00	JUV PROB-VIS ANNUAL MEMBERSHIP/97-98
63209-AP	05/12/97	THE GILMER MIRROR	\$792.80	\$51.00	COMM CT-PUBLIC NOTICE/CASE TRACK LOADER
				\$139.80	COMM CT-PUBLIC NOTICE/OIL, GAS, ASSOC HYDROCARBONS
				\$59.40	COMM. CT-PUBLIC NOTICE/PCT#4 CD BARN
				\$53.40	COMM CT-PUBLIC NOTICE/ASPHALT SURFACE
				\$60.60	COMM CT-PUBLIC NOTICE/NOTICE OF SALE
				\$21.00	COMM CT-PUBLIC NOTICE/BANK BIDS
				\$210.00	CO. TREAS-QTR REPORT/JAN-MARCH'97
				\$219.60	COMM CT-PUBLIC NOTICE/BIDS WANTED
				\$22.00	CO TREAS-DISCT. ON QTR. REPORT 5/1/97 STATEMENT
63210-AP	05/12/97	THE LIBRARY STORE, INC	\$59.75	\$59.75	CO. LIB-LAMINATING MATERIAL, FINE SLIPS
63211-AP	05/12/97	THE RELIABLE CORPORATION	\$335.23	\$335.23	I C -HP11 TONER CARTRIDGE, HANDLING

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THE SOFTWARE GROUP, INC.

Disbursements Made from 05/12/97 thru 05/29/97

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
63212-AP	05/12/97	THOMAS O. ALLEN, PH. D.	\$500.00	\$500.00	D CT-CASE#11,718/COMPET EVAL. & MENTAL EXAM. REPORTS TRAVEL EXPENSES
63213-AP	05/12/97	TIMOTHY W. HOWES, M. D.	\$31.79	\$31.79	IND-TERRY C WELLS/MEDICAL 4/21/97
63214-AP	05/12/97	TJPC	\$25.00	\$25.00	PEER-REGISTRATION/L. VINES (POST JUV. LEGIS. CONF)
63215-AP	05/12/97	TYLER UNIFORM CO , INC	\$858.24	\$858.24	CO. S-SHIRTS; STRIPES; SHIPPING
63216-AP	05/12/97	UNIVERSAL TIME EQUIPMENT COM	\$385.82	\$385.82	TELE COMM-(1)PHONE(REPLACED DEFECTIVE VISITATION PHONE
63217-AP	05/12/97	UPSHUR COUNTY	\$50,022.90	\$22.90 \$50,000.00	SUP-REIMBURSE 4/13/97 QTE BILLING SUP-COMPUTER EQUIPMENT FOR COUNTY PER BUDGET REQUEST
63218-AP	05/12/97	UPSHUR COUNTY FAMILY CLINIC	\$180.00	\$140.00 \$40.00	CO JAIL-ACCT#366/ASHLEY RENEE PERRYMAN 3/25&27/97 CO JAIL-ACCT#351/JAMES P. RICHARDSON/MEDICAL 3/14/97
63219-AP	05/12/97	UPSHUR-RURAL ELECTRIC COOP.,	\$137.17	\$62.34 \$67.04 \$7.79	PCT#3-ACCT#902475306/JUNE 1'97 BILLING PCT#1-ACCT#31885226/MAY 5'97 BILLING WASTE-ACCT#10793251/MAY 5'97 BILLING
63220-AP	05/12/97	UT HEALTH CENTER AT TYLER	\$45.75	\$23.25 \$22.50	IND-NEGRILL A DOUGLAS/MEDICAL 3/26/97 IND-NEGRILL A. DOUGLAS/MEDICAL 3/26/97
63221-AP	05/12/97	VALU-LINE	\$614.64	\$614.64	TELE. COMM-ACCT#87390/MAY 1'97 BILLING
63222-AP	05/12/97	VARNADO FEED SERVICE	\$15.75	\$4.95 \$3.00 \$7.80	CO MAINT-(1)41b. SEVIN DUST PCT#3-(6)BURLAP BAGS CO MAINT-(4)bags HAVOC
63223-AP	05/12/97	VINGO FOODS	\$273.86	\$15.94 \$9.92 \$124.00 \$62.00 \$62.00	CO JAIL-CAMEO; SCOTCH BRITE CO JAIL-BREAD CO. JAIL-200 BREAD CO JAIL-BREAD CO JAIL-BREAD
63224-AP	05/12/97	VISUAL TECHNIQUES, INC.	\$143.16	\$27.70 \$115.46	D JUDGE-CUST#070057/COAX CABLE; FREIGHT D. JUDGE-CUST#070057/NETWORKCARD; COAX CABLE; FREIGHT
63225-AP	05/12/97	WAL-MART #146	\$70.92	\$70.92	D A-JOSEPH BOONE/HOT CK. RESTITUTION
63226-AP	05/12/97	WALMART STORE #146	\$387.04	\$37.14 \$75.92 \$44.52 \$37.32	PCT#1-JANITOR SUPPLIES, PARKA PCT#1-TRIMMER LINE PCT#1-(5)RAINSUITS, JACKET D CT-COKES, DR PEPPERS, CUPS (JURORS)

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 May 1997

Approved Disbursements
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THE SOFTWARE GROUP, INC.

Disbursements Made From 05/12/97 thru 05/29/97

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Check #.... HC Date.... Vendor..... Check Amount. Invoice Amt Invoice Descriptions

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$17.94	CO. S-ACCT#188/INK ROLLERS; 8 REPT COVERS
				\$6.84	SUP-ACCT#145/SUPPLIES
				\$5.44	PCT#4-ACCT#188/EAR STOPPERS(2)
				\$26.73	PCT#4-ACCT#188/EARPLUGS(9)
				\$41.88	D. A-FILM
				\$28.16	D. A-OFFICE SUPPLIES
				\$17.91	CO. MAINT-(3)RESIN CHAIRS
				\$49.76	COMM. CT-ANSWERING MACHINE
				\$2.72c	PCT#4-ACCT#188/RETURNED EAR STOPPERS
63227-AP	05/12/97	WEST PUBLISHING	\$101.00	\$101.00	DA-ACCT#418-864-728/RM-TX LD3. 1 2. 97&ARC
63228-AP	05/12/97	WEST PUBLISHING PAYMENT CTR.	\$301.33	\$100.00	DA-ACCT#418-864-728 #198977 2/3/97
				\$100.00	DA-ACCT#418-864-728 3/5/97
				\$101.33	DA-ACCT#418-864-728 #A4562188 4/7/97
63229-AP	05/12/97	WESTERN AUTO ASSOCIATE STORE	\$2.37	\$2.37	PCT#3-(3)1/2 MALE&3/8 FEMALE GALV. BUSHINGS
63230-AP	05/12/97	WHITE SWAN, NORTH	\$895.93	\$396.83	CO. JAIL-CUST#420711/ASSORTED FOODS
				\$499.10	CO. JAIL-CUST#420711/ASSORTED FOODS
63231-AP	05/12/97	WHOLESALE SUPPLY COMPANY	\$667.34	\$667.34	I C -HP LASERJET 4 TONER CART , PRECISE ROLLING BALL PENS; PENCILS; SHARP 12-DIGIT CALCULATOR; SHIPPING
63232-AP	05/12/97	WOLF REPRODUCTION CO INC	\$101.95	\$101.95	PCT#1-SURVEY INSTRUMENT PARTS&LABOR
63233-AP	05/12/97	YAZELL CHEVROLET-OLDS , INC	\$14,288.06	\$14,277.56	PCT#1-'94 GMC SIERRA TRUCK(STOCK#652A)
				\$10.50	PCT#4-'90 CHEV INSPECTION STICKER
63234-AP	05/12/97	YOUNG'S HEATING & AIR	\$3,874.00	\$174.00	CO TAX-UNIT#2/RECHARGE A/C UNIT
				\$3,700.00	CO TAX-UNIT#1/10ton A/C UNIT(5yr. WARRANTY)
63235-AP	HC 05/12/97	OILMER NATIONAL BANK	\$501,174.76	\$501,174.76	TRANSFER OF FUNDS TO FNB(BANK DEPOSITORY)
Total for AP - ACCOUNTS PAYABLE			\$810,670.08		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

29 May 1997

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 05/12/97 thru 05/29/97

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
69181-APCA	HC 05/13/97	POSTMASTER	\$1,285.02	\$1,285.02	CO TAX-1ST, CLASS PRESORT MAIL(4356pieces)
69182-APCA	HC 05/13/97	FIRST NATIONAL BANK	\$1,021,252.83	\$1,021,252.83	CD#28715 PURCHASED@5.93%(70days)TO MATURE 7/22/97
69183-APCA	HC 05/16/97	FIRST NATIONAL BANK GILMER	\$600,000.00	\$300,000.00	CD#28642 PURCHASED@5.93%(45days)TO MATURE 6/30/97
				\$300,000.00	CD#28643 PURCHASED@5.93%(73days)TO MATURE 7/28/97
69184-APCA	HC 05/22/97	ENTERPRISE RENT-A-CAR	\$287.37	\$287.37	911-CONTRACT#D177291-5285/RENT A CAR
69185-APCA	HC 05/22/97	ARKLA GAS	\$356.25	\$18.26	ROCK BLDG-ACCT#0821334069001/MAY 9'97 BILLING
				\$94.22	BANK ANNEX-ACCT#0921336003014/MAY 12'97
				\$114.06	CO LIB-ACCT#082133535367008/MAY 9'97 BILL
				\$11.45	PORTER BLDG-ACCT#0921336007007/MAY 13'97 BILLING
				\$11.45	PCT#3-ACCT#0921334261002/MAY 13'97 BILLING
				\$31.86	CO LIB-ACCT#0821335368006/MAY 24'97 BILL
				\$74.95	CO CTH-ACCT#0821334321005/MAY 9'97
69186-APCA	HC 05/23/97	FIRST NATIONAL BANK GILMER	\$130,000.00	\$130,000.00	CD#28649 PURCHASED@5.98%(7days)TO MATURE 5/30/97
69187-APCA	HC 05/28/97	SOUTHWESTERN BELL TELEPHONE	\$835.00	\$835.00	R. O W-FM1845 PARCEL#17 PURCHASE OF LAND
69188-APCA	HC 05/28/97	JD ANN STOCKS	\$300.00	\$300.00	SUP-PROFESSIONAL FEES(12 HOURS)
Total for APCA - Accounts Payable Clearing Account			\$1,754,316.47		

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FORM 101 5-84

FORM 101 5-84

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Check #.... HC Date.... Vendor..... Check Amount. Invoice Amt Invoice Descriptions.....

0785-FNB. INS HC 05/19/97 HEALTHCARE PARTNERS HEALTH P \$13,785.53 \$13,785.53 UPS01/CLAIMS CUTOFF 5/8/97

0786-FNB. INS HC 05/20/97 HEALTHCARE PARTNERS \$19,025.83 \$19,025.83 GROUP UPS01 MONTHLY COSTS 5/1/97

787-FNB. INS HC 05/23/97 FIRST NATIONAL BANK \$117,000.00 \$27,000.00 CD#28650 PURCHASED@5.98%(7days)TO MATURE
5/30/97
\$90,000.00 CD#28651 PURCHASED@5.98%(21days)TO MATURE
6/13/97

Total for FNB. INS - INSURANCE \$149,811.36

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ACCOUNTS PAYABLE SYSTEM

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THE SOFTWARE GROUP, INC

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
405-INS	HC 05/12/97	MANAGED PHARMACY BENEFITS, I	\$2,669 00	\$2,669 00	GROUP#80096; 05/02/97 BILLING REPORT
0406-INS	HC 05/15/97	UPSHUR COUNTY INSURANCE ACCO	\$76,812 57	\$76,812 57	TRANSFER OF FUNDS TO FNB FROM QNB(PER BID)
Total for INS - INSURANCE			\$79,481.57		
Grand Total			\$2,794,279.48		
184 records listed					

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Charles C. Still
COUNTY JUDGE, CHARLES C. STILL

Barbara Lindsey
COMMISSIONER PCT#1, BARBARA LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

Rick Jackson
COMMISSIONER PCT#3, RICK JACKSON

Charles K. Thompson
COMMISSIONER PCT#4, CHARLES K. THOMPSON

135 S. WEST STREET
MARTIN, MISSISSIPPI

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

NO. 18 PG. 1

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept 611/Pct#1
 Employee James Wilson
 Social Security No. _____ Emp. ID# 661

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired	Re-Hired
	Introductory Period Ended	Merit Increase
	Promotion	Transfer
X	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

Comments: Longevity 3 years \$12/month

Authorized by: [Signature]
 Approved by: _____ Date: 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept. 614/Pct#4
 Employee Wayne Ballard
 Social Security No. _____ Emp ID# 477

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired	Re-Hired
	Introductory Period Ended	Merit Increase
	Promotion	Transfer
X	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

Comments: Longevity 5 years - \$50/month

Authorized by: [Signature]
 Approved by: _____ Date: 5-6-97

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept 612/Pct# 2
 Employee Harry Crockett
 Social Security No. _____ Emp ID# 391

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Promotion
<input checked="" type="checkbox"/>	Longevity Increase
<input type="checkbox"/>	Re-evaluation of Job
<input type="checkbox"/>	Layoff
<input type="checkbox"/>	Leave-of-Absence
<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Other

Comments: Longevity 8 years \$32/month

Authorized by: [Signature]
 Approved by: _____ Date: 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept. 565/Co Jail
 Employee Sandra Edwards
 Social Security No. _____ Emp. ID# 463

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments: Longevity 6 years / 72 months

Authorized by: [Signature]
 Approved by _____ Date 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept 565/Co. Jail
 Employee Brandy Mento
 Social Security No. _____ Emp ID# 735

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Longevity 2 years \$8/month

Authorized by: [Signature]
 Approved by: _____ Date: 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept. 565/C. Gail

Employee Joe Daniels

Social Security No. _____ Emp. ID# 775

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired	Re-Hired
	Introductory Period Ended	Mert Increase
	Promotion	Transfer
X	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

Comments. Longevity 1 year \$4/month

Authorized by: [Signature]
Approved by _____ Date 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept. 611/Pct# 1
 Employee Oscar Robertson
 Social Security No _____ Emp. ID# 445

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments. Longevity 5 years \$20/month

Authorized by: [Signature]
 Approved by: _____ Date: 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date May 1, 1997 Dept. 499 / Tax Assessor
Employee Wanda Hutchins
Social Security No. _____ Emp. ID# 360

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Longevity 9 years / \$36/month

Authorized by: [Signature]
Approved by: _____ Date: 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept. 499/Jet Assessor

Employee Bernadine Evans

Social Security No _____ Emp ID# 736

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Promotion
<input checked="" type="checkbox"/>	Longevity Increase
<input type="checkbox"/>	Re-evaluation of Job
<input type="checkbox"/>	Layoff
<input type="checkbox"/>	Leave-of-Absence
<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Other

Comments. Longevity 2 years \$8/month

Authorized by: *[Signature]*

Approved by: _____ Date: 5-06-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-1-97 Dept. 499/Jay Crosson
Employee Patsy Fails
Social Security No _____ Emp ID# 461

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Mert Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments: Longevity 6 years \$24/month

Authorized by [Signature]
Approved by _____ Date 5-6-97

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 5-19-97 Dept. 499
 Employee Hannah Suzanne Jamison
 Social Security No 458-79-1310 Emp ID# _____

X	CHANGES(S)	FROM	TO
	Grade Step		<u>6-2</u>
	Rate		<u>\$1,000./Mo</u>
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input checked="" type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Ment Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments Rehired per Commissioners approval

Authorized by: Michael L. Smith
 Approved by: _____ Date: _____

TREASURER'S MONTHLY REPORT
BY MYRA HARRIS, COUNTY TREASURER

APRIL 1 THROUGH APRIL 30, 1997

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	7,220,038.68	519,472.69	705,805.96	7,033,705.41	1,000,000.00	750,000.00	74,393.27	6,959,312.14	7,033,705.41
INSURANCE ACCOUNT	744,846.88	72,237.28	138,146.75	678,937.41	100,000.00	0.00	103,937.41	575,000.00	678,937.41
TOTALS	7,964,885.56	591,709.97	843,952.71	7,712,642.82	1,100,000.00	750,000.00	178,330.68	7,534,312.14	7,712,642.82

AFFIDAVIT

The above information is found to be true and correct.

Charles L. Still

 County Judge, Charles L. Still

Gaddis Lindsey

 Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley

 Commissioner, Pct. 2, Tommy Stanley

Rick Jackson

 Commissioner, Pct. 3, Rick Jackson

Charles K. Thompson

 Commissioner, Pct. 4, Charles K. Thompson

INDEBTEDNESS

1991 CERTIFICATES OF OBLIGATION	1,225,000.00
ROAD & BRIDGE #2/WHEEL LOADER	17,407.74
ROAD & BRIDGE #2/TRACTOR & MOWER	10,649.35
ROAD & BRIDGE #2/TRACTOR BACKHOE	19,157.50
ROAD & BRIDGE #2/MOTOR GRADER	88,081.69
ROAD & BRIDGE #1/TRACTOR & MOWER	24,059.85
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	33,729.55
BANK PROPERTY	214,009.19
TOTAL INDEBTEDNESS	1,632,094.87

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris

 Myra Harris, County Treasurer

(INVESTMENT REGISTER ON BACK)

VOL. 48 PG 102

INVESTMENT REGISTER AS OF 04/30/97

VOL 48 PG 103

	\$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY OPERATING CD#12825	500,000.00	5.46%	05/12/97	181
UPSHUR COUNTY OPERATING CD#12975	575,000.00	5.49%	07/07/97	182
UPSHUR COUNTY OPERATING CD#13003	450,000.00	5.49%	07/28/97	192
UPSHUR COUNTY OPERATING CD#13019	500,000.00	5.50%	08/11/97	195
UPSHUR COUNTY OPERATING CD#13027	475,000.00	5.50%	08/11/97	192
UPSHUR COUNTY OPERATING CD#13045	500,000.00	5.52%	02/09/98	369
UPSHUR COUNTY OPERATING CD#13046	300,000.00	5.46%	08/25/97	201
UPSHUR COUNTY OPERATING CD#13060	500,000.00	5.38%	05/27/97	103
UPSHUR COUNTY OPERATING CD#13102	400,000.00	5.34%	06/09/97	101
UPSHUR COUNTY OPERATING CD#13128	500,000.00	5.56%	09/15/97	185
UPSHUR COUNTY OPERATING CD#13165	200,000.00	5.56%	09/29/97	192
UPSHUR COUNTY OPERATING CD#13175	250,000.00	5.71%	09/29/97	182
UPSHUR COUNTY OPERATING CD#13209	250,000.00	5.61%	06/30/97	82
UPSHUR COUNTY OPERATING CD#13228	200,000.00	5.61%	06/23/97	70
UPSHUR COUNTY OPERATING CD#13229	300,000.00	5.68%	10/14/97	183

TOTAL OPERATING FUND 5,900,000.00

TOTAL INVESTMENTS 7,534,312.14

	\$ INVESTED	% RATE	MATURITY DATE	DAYS
UPSHUR COUNTY PERMANENT SCHOOL CD#12824	1,016,168.84	5.46%	05/12/97	181
UPSHUR COUNTY AVAILABLE SCHOOL CD#13159	43,143.30	5.56%	10/14/97	63

TOTAL SCHOOL FUNDS 1,059,312.14

UPSHUR COUNTY INSURANCE CD#13014	440,000.00	5.50%	07/28/97	180
UPSHUR COUNTY INSURANCE CD#13047	75,000.00	5.39%	05/22/97	181
UPSHUR COUNTY INSURANCE CD#13103	60,000.00	5.34%	06/09/97	106
				101

TOTAL INSURANCE FUND 575,000.00

FILED
MAY 12 11:00 AM '97
UPSHUR COUNTY, ILL.
BY _____
DEPUTY

RESOLUTION

WHEREAS the Commissioners Court of Upshur County supports any and all efforts of any agency to reduce crime and to protect our citizens from any unlawful act.

WHEREAS within the County of Upshur, State of Texas, the city of Ore City is working toward a goal: to secure the placement of a private state prison within the Ore City area.

WHEREAS the Upshur County Commissioners Court believes this project would enhance the economic opportunities for Upshur County and the Ore City area. Fully staffing of this facility will offer a multitude of employment opportunities for our citizens.

WHEREAS the Commissioners Court of Upshur County feels this project would show the support for the maintenance and support of law and order throughout this area.

THEREFORE be it resolved, by the passage and adoption of this resolution, the Commissioners Court of Upshur County demonstrates it's full support to the City of Ore City in these efforts to secure a private state prison in the area.

READ, APPROVED and ADOPTED in this regular Commissioners Court session on the 12th day of May, 1997.

Charles L. Still
County Judge Charles L. Still

Rick Jackson
Commissioner Rick Jackson

Gaddis Lindsey
Commissioner Gaddis Lindsey

Charles K. Thompson
Commissioner Charles K. Thompson

Tommy Stanley
Commissioner Tommy Stanley

Rex A. Shaw
Attest: County Clerk Rex A. Shaw



RECEIVED
MAY 12 1997
COUNTY CLERK
UPSHUR COUNTY TEXAS



HORACE A. RAY

DISTRICT CLERK
115TH JUDICIAL COURT
UPSHUR COUNTY

April 22, 1997

P.O. BOX 990
OELMER, TEXAS 75644
PHONE: 843-3031

FRANKIE HAMBERLIN
CHIEF DEPUTY

Judge Lauren Parish
115th Judicial District
Upshur County, Texas

Dear Judge Parish,

It has been my privilege to serve as District Clerk for the 115th Judicial Court, Upshur County for a little more than 14 years. However, it is my plan to retire May 31, 1997.

Yvonne's health has not been very good the last few months and I plan to spend more time with my family.

I appreciate the opportunity to serve the good people of Upshur County as District Clerk. I also appreciate the fine cooperation I received from the District Court, Commissioners Court, Attorneys, and my fine staff.

Sincerely,

Horace A. Ray

cc: Commissioners Court

97 APR 12 AM 10:59
FILED

ATTEST
HORACE A. RAY
District Clerk, Upshur County
BY

RECORDED
Vol 41 Page 538
Civil Minutes, Upshur Co., Texas

ORDER OF APPOINTMENT OF DISTRICT CLERK

THE STATE OF TEXAS X

COUNTY OF UPSHUR X

WHEREAS, the Office of the District Clerk of Upshur County, Texas, has heretofore been established in conformity with the law, and

WHEREAS, Horace Ray, 115th District Court Clerk has announced his retirement scheduled for May 31, 1997, and

WHEREAS, it is the duty of the District Judge having jurisdiction in Upshur County, Texas to fill the vacancy in that office pursuant to Section 51.301 of the Texas Government Code.

NOW, THEREFORE, I, Lauren Parish, Judge of the 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas do hereby appoint Frankie Montgomery Hamberlin, a qualified person as District Clerk of Upshur County, Texas; and she shall, before entering upon the duties of said office take and subscribe the oaths prescribed by law, as set forth in Section 51.302 of the Texas Government Code, and enter into bond as therein provided, payable and conditioned as prescribed by law, and upon qualifying, shall hold said office and discharge the duties thereof under this appointment for a period beginning June 1, 1997, and ending December 31, 1998.

The salary for the Upshur County District Clerk shall be paid in equal monthly installments at the end of each calendar month, as provided by law, and the said Frankie Montgomery Hamberlin shall perform the duties prescribed for the office of the District Clerk and be subject to the provisions of law respecting her duties and tenure of office.

This order shall be entered in the minutes of the 115th District Court of Upshur County, Texas, as well as the County Court of Upshur County, Texas, and be certified by the District Clerk to the Commissioners Court of Upshur County, Texas, which shall cause the same to be entered in the minutes with the appropriate order directing payment of the salary.

SIGNED this the 6th day of May, 1997.

Lauren Parish
LAUREN PARISH
JUDGE, 115TH DISTRICT COURT
UPSHUR COUNTY, TEXAS

97 MAY 12 11:10:58
BY _____
DEPUTY

97 MAY 12 11:13:24
T. Hamerlin

ATTEST: HORACE STACY
District Clerk, Upshur County
BY _____
Deputy

RECORDED
Vol 41 Page 536-537
Civil Minutes, Upshur County, Texas

STATE OF TEXAS

COUNTY OF UPSHUR

UPSHUR COUNTY COMMISSIONERS COURT
ADOPTED

WHEREAS, Upshur County has committed to the development, implementation and maintenance of an enhanced 9-1-1 communications system which relies on the automatic display of a caller's phone number and address when they call 9-1-1; and

WHEREAS, most of the named roads in Upshur County do not have assigned addresses and several have duplicated names;

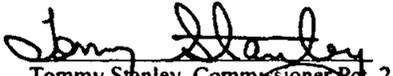
WHEREAS, Chapter 2, County Road and Bridge Act, (Art. 6702-1, Vernon's Texas Civil Statutes) Section 2.011 (b) authorizes the Commissioners Court of a county to adopt standards to name roads and assign address numbers to property located in the unincorporated areas of the county;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Upshur County, in a regular meeting duly convened and acting in its capacity as the governing body of Upshur County, does hereby adopt the standards attached hereto

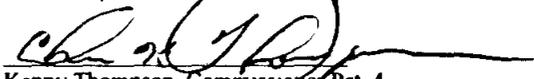
PASSED AND ADOPTED this 12th day of May, 1997


Charles Still, County Judge


Gaddis Lindsey, Commissioner Pct 1


Tommy Stanley, Commissioner Pct 2


Rick Jackson, Commissioner Pct 3


Kenny Thompson, Commissioner Pct. 4


Rex Shaw, County Clerk



97 MAY 12 11:13:59
L
CLERK'S OFFICE

UPSHUR COUNTY 9-1-1

ADDRESSING STANDARDS

The objective of an addressing project is to establish addresses in the unaddressed areas as well as to correct addressing errors.

FRONTAGE INTERVAL ADDRESSING SYSTEM

This type of a system is based on the measurement of the intervals between the beginning of a road and the structures along the road. This system is commonly referred to as the milepost method of addressing.

A sequential numbering system will be applied to structures as they are encountered along a road. From the designated origin of the road, the addresses will be assigned every 10.56 feet. This will allow a possible 500 addresses per mile, 250 on each side of the road. Addressable structures located inside the designated urban growth area for an incorporated area will be numbered in accordance with the addressing scheme for that incorporated area

The county will be divided into four quadrants that are created by using Highway 271 as the north-south axis and Highway 154 as the east-west axis.

Rule 1:

In assigning addresses from the point of origin, right side will always be even numbers, and left side will always be odd numbers.

Rule 2:

Use base grid and origin of grid as intersection of Highway 271 and Highway 154. Measure along the major roads from this origin. For other county roads, numbering

BY
1
97 MAY 12 11:10:58
1

should begin at beginning point and be numbered based on the quadrant (NW, NE, SE and SW).

The numbers shall proceed in like fashion as above Rule 2.

Starting address will be 100 for each road. (exception: city limits will be accounted for if road passes through the city).

Or on dead-end roads where the beginning point will be at the point of departure from the main road, regardless of direction.

Rule 3 :

Diagonal streets should be treated as either north-south or east-west streets. Primary direction should be chosen.

Roads changing directions should be considered as the direction the road leaves the point of beginning and numbering should not change.

Rule 4:

Circular roads begin at the low numbered intersection and are numbered with the even numbers on the inside of the circle.

Rule 5:

Cul-de-sacs often require applying the rules for both dead-end streets and circular streets. The numbering begins from the intersection toward the cul-de-sac.

Once in the cul-de-sac, the numbers proceed odd around one side to the top or bottom of the circle and even around the other side.

Rule 6:

When crossing county lines, consideration will be given to an existing numbering system in that county. If no system does exist in that county, those numbers may continue. In case where road names are different, the above rules will not be applicable and county will proceed with their methods.

Rule 7:

Houses or trailers behind other houses or trailers facing the road, sharing a common driveway should be numbered with their own number. Driveway centerlines will designate where addresses are placed with multiple addresses the grid distance apart for stacked addresses.

Rule 8:

Apartments and other multi-tenant structures should be numbered with the main building and then assigned apartment numbers such as 101, 102, or A, B, C. The full address for an apartment would be 1020 Bluebird Rd, Apt. 101. Each individual apartment structure will have it's own street address.

Rule 9:

Businesses and business districts should be numbered just as apartments, with the middle of the building determining the number and the offices or businesses in the building being numbered as suites.

Rule 10:

When interfacing with existing numbering systems, care should be taken in locating the last assigned number of the existing system.

Rule 11:

Trailer parks should be numbered just like apartments unless already marked. The difference would be that trailer parks will be designated as lots instead of apartments.

The full address for a trailer would be 1020 Bluebird Rd, Lot 13.

Care should be taken when addressing an area with trailers and a determination should be made whether the structure is a trailer park or a rural subdivision with trailers. In the latter case these areas will be addressed as a subdivision under the rules set forth in this document.

Rule 12:

When assigning numbers, the structure should be numbered at the middle of the driveway. The driveways should be numbered according to the road they face, not the structure location.

Rule 13:

Most developers will be happy to have you assign the house numbers for their new development.

ASSIGNING STREET NAMES

Two main objectives should be considered in proposing and assigning street names: avoidance of duplicate or similar sounding names, and continuity with existing street naming scheme. This scheme being – birds, flowers, trees, and animals in the respective quadrants.

The county has existing roads that do not follow this scheme that will be allowed, but all new roads will follow the naming scheme.

All private roads will be assigned a road number. All private roads with multiple family structures must be numbered and specific addresses assigned to each family structure. If the private road has only a single family structure, and the entrance to the private road is from a named road, then the private road will be treated as a driveway and an address assigned at the drive with the street name being that of the named road.

County roads that have duplicate names will be assigned a new name by the Advisory Committee and presented to the commissioner's court for approval..

**OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)**

THIS AGREEMENT made this _____ day of _____, 19____, between _____

Lessor (whether one or more) whose address is _____

and _____, Lessee, whose address is _____

WITNESSETH

1 Lessor in consideration of Ten or more Dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas (including all gases, liquid hydrocarbons and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic and geophysical tests and surveys, injecting gas, water and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water laying pipelines, housing its employees and building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products which lands are located in Baylor & Throckmorton County, Texas, and described as follows:

626.76 acres of land, more or less, being all of Block Numbers 1, 2, 13, 22, 32, 43, 51, 60, 71, 73, 77, 78, 79, 80, 84 and 117, located in the Crittendon Subdivision of the North Upshur County School Land Survey, A-577, Baylor and Throckmorton Counties, Texas.

(FOR ADDITIONAL LEASE PROVISION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said 1 and Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said Land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for said Land is estimated to comprise 626.76 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2 Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other minerals is produced from or operations are conducted on said Land or land with which said Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following: preparing drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals and any other actions conducted on said lands associated with or related thereto.

3 The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land, Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field when produced on the date of purchase, or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well. Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges; (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casinghead gas or other gaseous substance produced from said Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said Land, whether or not owned by Lessor and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4 If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate (unless released by the Lessee), and it shall nevertheless be considered that oil and/or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the _____ Bank

at _____ (which bank and its successors are Lessor's agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said land or shut-in royalty payments) a sum determined by multiplying one dollar (\$1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases, a sum determined by multiplying one dollar (\$1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is terminated in a unit on which a well has been previously completed and shut-in or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payments shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee agrees to use reasonable diligence to produce, utilize or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flowline, separator and knee tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If at any time Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) or more parties, or, claim to be entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such royalty or shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect.

5 (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area ~~640~~ 80 acres each plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral royalty, non-participating royalty, overriding royalty or leasehold interests in lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 5 with consequent allocation of production as herein provided. As used in this paragraph 5 the words "separate tract" mean any tract with royalty ownership differing now or hereafter, either as to parties or amounts from that as to any other part of said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the land herein leased without Lessor's joinder to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interests were all included within the terms hereof and constituted a single oil and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved

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by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portion of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises which remains in force and on which Lessee continues to conduct operations.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if during the primary term hereof all operations or production ceases on said Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit, which includes all or a portion of the leased premises is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein and in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completion and operating expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder but in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained here forty under and capable of producing oil in paying quantities and one well per 640 acres, plus an acreage tolerance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities. 80 80 (40)

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith, and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR LESSOR
S S No / Tax ID No S S No / Tax ID No
LESSOR LESSOR
S S No / Tax ID No S S No / Tax ID No

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on by

Printed Name
Notary Public, State of
My Commission Expires

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on by

Printed Name
Notary Public, State of
My Commission Expires

VOL 48 PG 116

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN OIL AND GAS LEASE
BETWEEN _____, AS LESSOR(S)
AND MITCHELL ENERGY CORPORATION, AS LESSEE
DATED _____

1. Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth" (1/8th) appears in the printed portion of this lease the same is hereby amended to read "one-sixth" (1/6th).
2. Within ninety (90) days after completion of seismic processing, Lessee agrees to furnish Lessor with one (1) eight millimeter (8mm) Segy final migration tape, and a shot point base map and recording parameters of the survey, together with copies of field tapes and seismic support data, as well as the X,Y coordinates of any wells surveyed. In the event Lessee obtains an eight millimeter (8mm) Segy stacked tape, same will be furnished to Lessor Lessee agrees to furnish Lessor with a copy of all logs run on each well that Lessee causes to be drilled on Upshur County School Land, being located in Baylor and Throckmorton Counties, State of Texas Lessor further agrees that Lessor and/or its agents, or representatives shall maintain such information in the strictest confidence.
3. Notwithstanding anything to the contrary contained in the printed form to which this Exhibit is attached, if at the expiration of the primary term of this lease, Lessee is then engaged in operations on this lease or on lands pooled therewith, this lease shall remain in force so long as operations on such well, or operations on any additional well(s), on the land covered by this lease or on lands pooled therewith, are continuously prosecuted with no cessation of such operations of more than one hundred eighty (180) days Upon the expiration of the primary term or the cessation of said continuous operations whichever is the later date, operations on or production from this lease or from lands pooled therewith will maintain this lease in force as to forty (40) acres around each well producing or capable of producing oil and/or casinghead gas in paying quantities, and as to eighty (80) acres around each well producing or capable of producing gas in paying quantities, plus a tolerance of ten percent (10%), provided, that should any governmental authority having jurisdiction prescribe or permit spacing patterns or units larger than those specified above, same may conform substantially in size with those so prescribed or permitted by said governmental authority
4. Notwithstanding anything contained in this lease to the contrary, upon the expiration of the primary term or the cessation of operations, whichever is the later date, this lease shall terminate as to all depths 100 feet below the deepest depth reached by any well drilled on this lease or on lands pooled therewith

SIGNED FOR IDENTIFICATION

April 15, 1997

The Honorable Charles Still
Upshur County Judge
P. O. Box 730
Gilmer, Texas 75644

RE: Bid on Oil and Gas Lease covering
South Upshur County School Land Survey, A-825
THROCKMORTON COUNTY, TEXAS



Judge Still:

Mitchell Energy Corporation hereby submits a bid to acquire an Oil, Gas and Mineral Lease covering Upshur County's leaseable net mineral interest in the 7,865.8 acre South Upshur County School Land Survey, A-825, Throckmorton County, Texas as described on the attached lease form. The basic terms of our offer are as follows:

- (1) Twenty-Five Dollars (\$25.00) per leaseable net mineral acre for a total bonus consideration of \$61,370.00 (\$25.00 x 2,454.8 leaseable net mineral acres),
- (2) A paid-up five (5) year primary term,
- (3) A one-sixth (1/6th) royalty.

We respectively submit this bid for your consideration.

Yours very truly,

MITCHELL ENERGY CORPORATION


James Dixon
Staff Landman

dm/Upshur.402
Enclosure

APR 15 1997
BY _____
57 APR 12 7:11:01

MITCHELL ENERGY CORPORATION
PO BOX 118 DECATUR, TEXAS 76234 817/627-3041
A subsidiary of Mitchell Energy & Development Corp

OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this _____ day of _____, 19____, between _____

Lessor (whether one or more) whose address is _____

and _____, Lessee, whose address is _____

WITNESSETH

1 Lessor in consideration of Ten or more Dollars, in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants leases and lets exclusively unto Lessee the lands subject hereto for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas (including all gases, liquid hydrocarbons and their respective constituent elements) and all other minerals, (whether or not similar to those mentioned) and the exclusive right to conduct exploration, geologic and geophysical tests and surveys, injecting gas, water and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing its employees and building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products which lands are located in Throckmorton County, Texas, and described as follows:

(FOR PROPERTY DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

(FOR ADDITIONAL LEASE PROVISIONS, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF)

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land and Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said Land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 2,945.20 acres, whether it actually comprises more or less until such time as Lessee requests a lease amendment and same is filed of record.

2 Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this lease shall be for a term of five (5) years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any of the following: preparing drillsite location and/or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals and any other actions conducted on said lands associated with or related thereto.

3 The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land, Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well. Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of all trucking charges; (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casinghead gas or other gaseous substance, produced from said Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said Land, whether or not owned by Lessor and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas and water from said Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil and gas shall be computed after deducting any so used.

4 If at the expiration of the primary term or at any time or times after the primary term herein, there is a well or wells capable of producing oil or gas in paying quantities on said Land or land or leases pooled therewith but oil or gas is not being sold or used and this lease is not then being maintained by production, operations or otherwise, this lease shall not terminate (unless released by the Lessee), and it shall nevertheless be considered that oil and/or gas is being produced from said Land within the meaning of paragraph 2 herein. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor or tender for deposit to the credit of Lessor in the _____ Bank

at _____ (which bank and its successors are Lessor's agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said land or shut-in royalty payments) a sum determined by multiplying one dollar (\$1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (\$1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut in or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payments shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in royalty payment shall not be required or if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee agrees to use reasonable diligence to produce, utilize or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities, other than well facilities and ordinary lease facilities of flowline, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If at any time Lessee pays or tenders royalty or shut-in royalty as herein above provided, two (2) or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such royalty or shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect.

5 (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 400 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty overriding royalty or leasehold interests in lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land, whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. In lieu of royalties above specified, Lessor shall receive, on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of said Land placed in the unit bears to the total acreage so pooled in the unit involved, subject to the rights of Lessee to reduce proportionately Lessor's royalty as hereinafter provided. Oil or gas produced from any such unit and used in the operations thereof or thereon shall be excluded in calculating said royalty. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 5 with consequent allocation of production as herein provided. As used in this paragraph 5 the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of said Land.

(b) Lessee at any time and from time to time during the life of this lease shall have the right and power as to all or any part or formation or strata of the land herein leased, without Lessor's joinder, to unitize the same with other lands, formations, strata or leases covering lands in the same general area as the leased premises by combining the leasehold estate and Lessor's royalty estate created by this lease with any other lease or leases, royalty or mineral estate in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interests were all included within the terms hereof and constituted a single oil, gas and mineral lease. All such production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved

by the Railroad Commission of Texas or other Governmental Agencies having jurisdiction over such matters. Operations on or production of oil and/or gas from any part of the unitized area which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the above described land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portion of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage strata or stratum surrendered. Lessee shall retain rights of ingress and egress across and through any released portion and/or strata of the lease in order to have necessary access to that portion and/or strata of the leased premises which remains in force and on which Lessee continues to conduct operations.

7. If at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Land or on acreage pooled therewith should cease from any cause and this lease is not then being otherwise maintained, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues such operations or commences any other operations with no cessation of operations of more than ninety (90) consecutive days, and if such operation or other operations result in the production of oil, gas or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. It is understood and agreed that if during the primary term hereof, all operations or production ceases on said Land or land on leases pooled therewith this lease shall nevertheless remain in full force and effect during the paid up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals is not being produced on said Land or on acreage pooled therewith and there are no operations on said Land or on acreage pooled therewith but operations or production ceased within 90 days of the expiration of the primary term, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days of said cessation of production or operations. If after the expiration of the primary term, Lessee completes either (a) an oil well on land other than said Land and which other land and all or a portion of said Land has been included in a gas unit that was formed prior to the expiration of the primary term of this lease, or (b) a gas well on land other than said Land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or operations on any additional well on said Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit, which includes all or a portion of said Land is reclassified as a gas well, or if a gas well on a gas unit which includes all or a portion of the leased premises, is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If during the term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Land, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected acreage or stratum in accordance with the provisions of paragraph 6 herein, and in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied duty of Lessee with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing and operating expenses.

8. Lessee shall have the right at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on said Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on said Land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in such ownership of said Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless, pay or tender royalties, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. After the discovery of oil, gas or other minerals in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation, it shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing oil in paying quantities and one well per 80 acres, plus an acreage tolerance not to exceed 10% of 80 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

11. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon said Land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire fee simple estate, then the shut-in royalties and royalties to be paid Lessor shall be reduced proportionately.

12. (a) Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting operations thereon, or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith, and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

(b) The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed justified.

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein, and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

IN WITNESS WHEREOF, this instrument is executed on the date first above written

LESSOR LESSOR
S S No / Tax ID No S S No / Tax ID No
LESSOR LESSOR
S S No / Tax ID No S S No / Tax ID No

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on by

Printed Name
Notary Public, State of
My Commission Expires:

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on by

Printed Name
Notary Public, State of
My Commission Expires:

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN OIL AND GAS LEASE
BETWEEN _____, AS LESSOR(S)
AND MITCHELL ENERGY CORPORATION, AS LESSEE
DATED _____

2,945.20 acres of land, more or less, out of the South Upshur County School Land Survey, Abstract No. 825, Throckmorton County, Texas, described in two (2) tracts as follows, to wit:

TRACT NO. 1: 2,775.10 acres of land, more or less, being all of Block Numbers 19, 39, 45, 50, 51, 52, 61, 62, 75, 79, 85, 87, 90, 94, 98, 100, 101, 104, 105, 108, 110, 114, 115, 121, 122, 124, 125, 132, 134, 135, 140, 141, 143, 144, 147, 148, 151, 153, 165, 167, 168, 178, 179, 182, 183, 184, 192, 2, 4, 7, 10, 11, 14, 17, 21, 22, 23, 24, 29, 30, 31, 32, 33, 34, 40, 44, 55, 57, 58, 91 and 138 of the South Upshur County School Land Survey, A-825, Throckmorton County, Texas.

TRACT NO. 2: 170 10 acres of land, more or less, described as being the North one-half (N/2) of Block 28; the South one-half (S/2) of Block No. 38; the South one-half (S/2) of Block No. 59, the North one-half (N/2) of Block No. 95, the West one-half (W/2) of Block No. 154, the South one-third (1/3) of Block No. 6, the South one-half of Block No. 28, the East one-half (E/2) of Block No. 84, and the South one-half (S/2) of Block No. 95 out of the South Upshur County School Land Survey, A-825, Throckmorton County, Texas

SIGNED FOR IDENTIFICATION.

EXHIBIT "B"
ATTACHED TO AND MADE A PART OF
THAT CERTAIN OIL AND GAS LEASE
BETWEEN _____, AS LESSOR(S)
AND MITCHELL ENERGY CORPORATION, AS LESSEE
DATED _____

1. Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth" (1/8th) appears in the printed portion of this lease the same is hereby amended to read "one-sixth" (1/6th)
2. Within ninety (90) days after completion of seismic processing, Lessee agrees to furnish Lessor with one (1) eight millimeter (8mm) Segy final migration tape, and a shot point base map and recording parameters of the survey, together with copies of field tapes and seismic support data, as well as the X,Y coordinates of any wells surveyed. In the event Lessee obtains an eight millimeter (8mm) Segy stacked tape, same will be furnished to Lessor. Lessee agrees to furnish Lessor with a copy of all logs run on each well that Lessee causes to be drilled on Upshur County School Land, being located in Throckmorton County, State of Texas. Lessor further agrees that Lessor and/or its agents, or representatives shall maintain such information in the strictest confidence.
3. Notwithstanding anything to the contrary contained in the printed form to which this Exhibit is attached, if at the expiration of the primary term of this lease, Lessee is then engaged in operations on this lease or on lands pooled therewith, this lease shall remain in force so long as operations on such well, or operations on any additional well(s), on the land covered by this lease or on lands pooled therewith, are continuously prosecuted with no cessation of such operations of more than one hundred eighty (180) days. Upon the expiration of the primary term or the cessation of said continuous operations whichever is the later date, operations on or production from this lease or from lands pooled therewith will maintain this lease in force as to forty (40) acres around each well producing or capable of producing oil and/or casinghead gas in paying quantities, and as to eighty (80) acres around each well producing or capable of producing gas in paying quantities, plus a tolerance of ten percent (10%); provided, that should any governmental authority having jurisdiction prescribe or permit spacing patterns or units larger than those specified above, same may conform substantially in size with those so prescribed or permitted by said governmental authority.
4. Notwithstanding anything contained in this lease to the contrary, upon the expiration of the primary term or the cessation of operations, whichever is the later date, this lease shall terminate as to all depths 100 feet below the deepest depth reached by any well drilled on this lease or on lands pooled therewith.

SIGNED FOR IDENTIFICATION:

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR () KNOW ALL MEN BY THESE PRESENTS

The undersigned FOREST RESOURCE RECOVERY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. A, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
BISON

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 4, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

X Kevin Mc
First Party Signature
RT. 1 BOX 307 E
Street or Box
QUEEN CITY, TX. 75572
City, State and Zip Code
903-728-5233
Telephone
SPENCER
Timber Tract
5-1-97
Date Signed

cl
County Judge
Maddis Lindsey
Commissioner 1
Tony Stanley
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

97 MAY 12 11:10:53
BY [Signature]
CLERK

APPLICATION FOR FILLING ABANDONED WELL

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

RE: ABANDONED WELL OWNED BY JOEL JOHNSON
RT. 8 BOX 210, GILMER, TX. 75644
HWY. 155 ROAD.

GENTLEMEN:
DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,
X Joel Johnson

734-4641

PRECINCT #3
DATE 4-28-97

APPROVED _____ REJECTED _____

cl
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Loyd
DAVID LOYD, COMMISSIONER 3

Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

97 MAY 12 11:10:53
BY _____
REPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 43

DATE 5-6-97

Formal notice is hereby given that DEXTER COOK whose
principal address is P.O. BOX 353, BIG SANDY, TX. 75755 does hereby propose

to place a CULVERT within the ROW of County Road
ASPEN TRAIL. The location and description of
the proposed lines or appurtenances is more fully shown by three
(3) copies of drawings attached to the application. Proposed
construction will begin, if approved, on or after the _____
day of _____, 19____.

I, _____, hereby attest that I have read the
conditions set forth in this application and understand it's
contents. NAME Dexter Cook TITLE _____

531-2031 APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to
the location on the right of way of your proposed _____
as shown by accompanying drawings and notice dated _____,
except as noted below:

971
MAY 21 1997
CO. CLERK

It is expressly understood that the Upshur County Commissioners
Court does not purport, hereby, to grant any right, claim, title,
or easement in or upon this county road; it is further understood
that in the future should for any reason Upshur County need to
work, improve, relocate, widen, increase, add to or in any manner
change the structure of this right of way, this appurtenance, if
affected, will be moved under the direction of the Upshur County
Commissioners Court representative and shall be relocated at the
complete expense of the owner within thirty (30) days upon receipt
of notice from the Commissioners Court.

All work on the County right of way shall be performed in
accordance with the Commissioners Court instructions. The
installation shall not damage any part of the roadway and adequate
provisions must be made to cause minimum inconvenience to traffic
and adjacent owners. Specifications for placing this line are as
follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

Gadde Lindsey
Tommy Stovall

[Signature]
[Signature]

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT #3

DATE 5-8-97

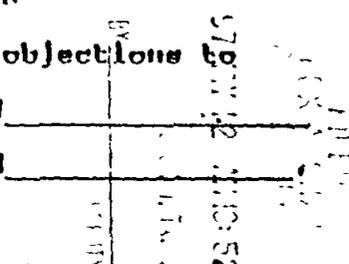
Formal notice is hereby given that JEFF SCHNEIDER whose principal address is 4 HILTON SPRING RD, GLADEWATER, TX 75647 does hereby propose to place a CULVERT within the ROW of County Road HILTON SPRING RD. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, _____, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME: Jeff Schneider TITLE: _____

845-5371

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____ except as noted below:



It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court Instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closed point of same.

Long Stark Gaddis London MR. Chris

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned J.D. MCCLUNG, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

GARDENIA

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

J.D. McClung
First Party Signature

RT. 2 BOX EA-38
Street or Box

DIANA, TX. 75640
City, State and Zip Code

903-968-2781
Telephone

BILL LOGGINS
Timber Tract

5-6-97
Date Signed

Ch
County Judge

Gaddis Lindsey
Commissioner 1

Jimmy Stanley
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

97 MAY 12 AM 10:52

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned PATTERSON LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

LAMA

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 4, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Iran Patterson
First Party Signature

RT. 7 BOX 24
Street or Box

GILMER, TX. 75644
City, State and Zip Code

797-6474
Telephone

JOHNSON
Timber Tract

5-6-97
Date Signed

Ch
County Judge

Gladys Lindsey
Commissioner 1

Sam DeLoach
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

BY _____

CLERK, CL. TX.

97 JUL 12 AM 10:53

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Patterson & Davis, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 4; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____

Turtle

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First party is removing logs from its lands located in Precinct No. 4, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Man Patterson
First Party Signature

Rt. 7 Box 24

Street or Box

Gilmer, Tx. 75644

City, State and Zip Code

797-6474

Telephone

Dorothy Littlepage & Buddy
Timber Tract Gibbons

5-5-97

Date Signed

Ch
County Judge

Buddy Littlepage
Commissioner 1

Tommy Stanley
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

97 MAY 12 11:16:53

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned East Texas Land & Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Cottonwood & Pinion to FM1404

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

C. Leon Stephens
First Party Signature

Rt. 2 Box 669
Street or Box

Big Sandy, Tx. 75755
City, State and Zip Code

734-4793
Telephone

Dale Stephens
Timber Tract

5-1-97
Date Signed

Ch
County Judge

Walter Lindsey
Commissioner 1

Tommy Stank
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

97 MAY 12 11 12 AM '97
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Woodline Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Iris and Periwinkle to Hwy. 155.

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Eddie Murray
First Party Signature

Rt. 1 Box 427-A
Street or Box

Ore City, Tx. 75683
City, State and Zip Code

968-3406
Telephone

Mike Hollins
Timber Tract

5-1-97
Date Signed

Ch
County Judge

Gaddis Lindsey
Commissioner 1

Sony Staley
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

97 MAY 12 AM 10:52

Permit issued for a period not to exceed 90 days.

APPLICATION FOR FILLING ABANDONED WELL

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

RE: ABANDONED WELL OWNED BY MARGARET JOHNSON
425 S. JEAN ST., BIG SANDY, TEX 75755
ROAD.

GENTLEMEN:
DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,

Margaret Johnson
x Margaret Johnson
x 903 6316 = 4641

PRECINCT #3
DATE 4-24-97

APPROVED _____ REJECTED _____

ch
CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey
GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley
TOMMY STANLEY, COMMISSIONER 2

David Lloyd
DAVID LLOYD, COMMISSIONER 3

Rick Jackson
RICK JACKSON
Charles K. Thompson
CHARLES K. THOMPSON, COMMISSIONER 4

FILED
CLERK OF COUNTY
97 MAY 12 AM 10:52
GILMER, TEXAS
BY _____
CLERK

FIRST NATIONAL BANK

P. O. Box 520 - 201 North Wood Street - Gilmer, TX 75644
Phone (903) 843-4100 - Fax (903) 843-4129

Frank Breazeale
President and CEO

May 6, 1997

Honorable Charles Still
Upshur County Judge
P O Box 730
Gilmer, Texas 75644

Dear Judge Still,

I have enclosed our application/bid to become the depository bank for Upshur County along with a cashier's check payable to the Upshur County Treasurer in the amount of \$48,000 00. In addition, a financial statement stating our bank's paid up capital stock and permanent surplus as of today's date is enclosed. Please note that our Capital Stock is \$1,500,000, Surplus is \$1,500,000 and Undivided Profit is \$18,609,816 71.

We will be happy to have the opportunity to provide banking services to Upshur County during the next two years.

Sincerely,

Frank Breazeale
Frank Breazeale

REC-11
97 MAY 12 11:13
BY FB/lt
ENCLOSURES
DEPUTY

ASSETS		LIABILITIES AND EQUITY	
CASH ACCOUNTS		DEPOSITS	
1000-3 CURRENCY AND COIN-WALMART BRANC	183,096.08	221-4 ODA INDIVIDUAL AND BUSINESS	15,954,037.98CK
1000-9 CURRENCY AND COIN	712,703.29	222-4 ODA U.S. GOVERNMENT	11.27CK
1010-1 CASH TRANSFERS	9,800.00	222-8 ODA PUBLIC FUNDS	137,255.08CK
1011-1 CASH-TELLER BALANCE	415.00	223-7 ODA DEPOSITORY INSTITUTIONS	576.72CK
1015-2 MUTILATED CURRENCY	688.00	223-8 ODA INDIVIDUAL AND BUSINESS	5,554,698.95CK
1022-8 CASH ITEMS - BOOKKEEPING	53,157.11	223-9 ODA PUBLIC FUNDS	694,714.24CK
1023-7 ATM CLEARINGS	70,222.40CK	223-4 SUPER NOW INDIVIDUAL & BUSINESS	10,501,332.78CK
1025-3 CASH ITEMS - TELLERS	3,310.85	223-5 SUPER NOW PUBLIC FUNDS	3,995,377.18CK
1033-0 CASH ITEMS - DAILY CHARGEBACK	1,383.85	224-2 TREASURY TAX AND LOAN	11,807.25CK
1051-2 REDEEMED FOOD STAMPS	257.00	224-1 US SAVINGS BONDS	25.00CK
1052-1 REDEEMED MASTERCARD AND VISA	5,137.00	225-2 BANK MONEY ORDERS--CASHIER'S CK	492,002.80CK
1053-0 DISCOVER CARD ADVANCES	600.00	225-4 PERSONAL MONEY ORDERS	70,858.72CK
1060-8 TELLER WIP	28.53	225-4 OTHER OFFICIAL CHECKS	57,399.40CK
1090-8 TRANSIT ITEMS	120,973.17	225-8 ODA UNPOSTED	20,354.96
	1,774,329.31 ***	227-3 SAVINGS INDIVIDUAL AND BUSINESS	9,308,590.42CR
DUE FROM BANKS - DEMAND		227-4 SAVINGS PUBLIC FUNDS	6,215.34CK
1101-9 NATIONSBANK TEXAS DALLAS	1,583,368.95	228-3 FIRST CLASS FUNDS IND & BUSINESS	6,917,292.71CR
1104-4 TEXAS INDEPENDENT BANK DALLAS	14,725.78	228-2 FIRST CLASS FUNDS PUBLIC FUNDS	29,061.35CR
1116-0 BANK OF AMERICA TEXAS NA DALLAS	71,388.02	229-1 SAVINGS UNPOSTED	1,664.67CR
	1,669,482.83 ***	229-7 CHRISTMAS CLUB	15,820.93CK
DUE FROM BANKS - TIME	.00 ***	210-1 STATE OF TEXAS-TIME 1119050C9	1,920,000.00CK
RESERVE ACCOUNT		211-0 CDs UNDER 100M IND & BUSINESS	30,377,357.30CK
1201-9 FEDERAL RESERVE BANK DALLAS	116,029.08	211-5 CDs UNDER 100M PUBLIC FUNDS	1,173,841.39CR
	116,029.08 ***	2120-4 CDs OVER 100M IND & BUSINESS	18,353,485.53CK
FED FUNDS SOLD		2121-3 CDs OVER 100M PUBLIC FUNDS	8,937,340.40CR
1301-9 FED FUNDS NATIONSBANK TEXAS	1,663,813.09	2130-2 IRAS UNDER 100M	5,727,731.23CR
1304-4 FED FUNDS TEXAS INDEPENDENT BAN	2,190,000.00	2131-1 IRAS OVER 100M	1,791,420.90CK
	3,793,813.09 ***	2141-8 CERTIFICATES WIP	245.30CK
INVESTMENT SECURITIES		2142-7 CD INTEREST CHECKS CLEARING	4,083.03CR
1401-3 US GOVERNMENT SECURITIES-AVS	14,101,993.99		122,043,691.75CR***
1401-9 US GOVERNMENT SECURITIES-HTM	7,013,890.62	OTHER LIABILITIES	
1402-4 FEDERAL AGENCY SECURITIES-AVS	2,557,711.24	2159-0 RES FOR INT-NOW SUPER NOW FCF	29,489.78CK
1402-8 FEDERAL AGENCY SECURITIES-HTM	3,943,458.28	2157-4 RESERVE FOR INTEREST-SAVINGS	29,710.75CK
1405-5 MUNICIPAL SECURITIES-AVS	96,235.35	215-1 RESERVE FOR INTEREST-CUS	341,721.72CK
1405-7 MUNICIPAL SECURITIES-HTM	1,688,648.70	2170-1 RESERVE FOR DOUBTFUL INTEREST	6,507.10CK
1409-0 OTHER SECURITIES-AVS	73,265.42	2170-9 RESERVE FOR AD VALOREM TAXES	16,000.00CK
1409-9 OTHER SECURITIES-HTM	27,742.00	2171-2 RESERVE FOR SALES TAX	2,173.50CK
1410-6 FEDERAL RESERVE STOCK-HTM	90,000.00	2171-8 RESERVE FOR INCOME TAXES	107,267.52CK
1411-5 CORPORATE SECURITIES-HTM	1,999,152.38	2172-0 RESERVE FOR INCOME TAX DEFERRED	110,000.00CK
1417-7 UNREALIZED GAIN/LOSS AVS SEC	1,239,102.08CK	2172-5 RESERVE FOR FRANCHISE TAX	45,758.16CK
	80,409,978.90 ***	2172-7 RESERVE FOR DIRECTORS FEES	35,000.00CK
LOANS		2173-0 RESERVE FOR EMPLOYEE BENEFITS	100,000.00CK
1501-9 COMMERCIAL LOANS UNPOSTED	33,734.21CK	2174-4 RESERVE FOR RETIRE PRGRM FNB EM	21,610.48CR
1505-7 COMMERCIAL LOANS	12,411,617.12	2175-3 INSURANCE CLEARINGS	3,304.98CR
1505-9 COMMERCIAL LOANS AGRICULTURE	2,610,900.78	2182-2 ACCOUNTS PAYABLE-APPRAISALS	400.00CK
1507-0 COMM LOANS MUNICIPAL/TAX EXEMPT	37,319.22	2184-4 ACCOUNTS PAYABLE-CREDIT REPORTS	226.36CK
1510-4 INSTALLMENT LOANS UNPOSTED	107,809.89CK	2185-5 INTEREST PAYABLE-FANNIE MAE	85.71CK
1512-2 INSTALLMENT LOANS	23,376,955.57	2191-1 ORE VALUATION ALLOWANCE	508.00CR
1514-9 INSTALLMENT LOANS AGRICULTURE	2,528,233.16		849,823.88CR***
1515-8 UNEARNED INTEREST-INSTALL LOANS	2,544,844.16CK	TOTAL LIABILITIES AND EQUITY	122,893,313.61CR
1522-0 REAL ESTATE LOANS-FANNIE MAE	88,509.97	COMMON STOCK	
1522-3 REAL ESTATE LNS SOLD-FANNIE MAE	88,509.97CR	3021-0 COMMON STOCK	1,500,000.00CK
1522-5 REAL ESTATE LOANS-1-4 FAMILY	7,416,267.11		1,500,000.00CR***
1523-8 REAL ESTATE - COMMERCIAL & OTH	5,004,269.19	SURPLUS	
1524-3 REAL ESTATE LOANS AGRICULTURE	1,571,568.19	3025-4 SURPLUS	1,500,000.00CK
			1,500,000.00CR***

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A S S E T S		L I A B I L I T I E S A N D E Q U I T Y	
1030-2 OVERDRAFTS BUSINESS AND PERSONA	129,595.59	UNDIVIDED PROFITS	
1032-2 OVERDRAFTS-OFFICIAL CHECKS	2,034.85	3030-3 UNDIVIDED PROFITS	17,740,091.14CR
1040-9 RESERVE FOR BAD DEBTS	571,792.07CR	3031-2 INCOME TO DATE	869,725.30CR
	22,159,219.71 ***	3032-9 UNREALIZED GAIN/LOSS INVSTMT St	775,810.52
FIXED ASSETS		RESERVE FOR CONTINGENCIES	17,833,945.92CR***
1000-3 LAND	331,741.52		
1001-9 BUILDING AND IMPROVEMENTS	1,235,122.19		
1002-0 BUILDING IMPROVMT PROGRAM 1995	420,123.08	TOTAL LIABILITIES AND EQUITY	20,833,945.92CR
1002-3 LEASE HOLD IMPROVMT-MM BRANCH	55,801.54		
1002-0 RESERVE FOR DEPRECIATION BLDG	727,702.00CR		
1002-7 FURNITURE FIXTURES AND EQUIPMT	1,203,031.92		
1000-2 FURNITURE/EQUIP *95 RENOVATION	205,942.10		
1000-4 FURNITURE/EQUIP-MM BRANCH	122,419.93		
1000-0 RESERVE FOR UPK-FURN FIX EQUIP	805,944.50CR		
	2,111,536.50 ***		
OTHER ASSETS			
1700-9 IENC - CORPORATE SECURITIES	13,005.50		
1701-5 IENC - U S GOVERNMENT SECURITIE	554,950.55		
1702-4 IENC - FEDERAL AGENCY SECURITIE	015,324.51		
1703-3 IENC - MUNICIPAL SECURITIES	26,582.34		
1704-2 IENC - COMMERCIAL LOANS	410,085.55		
1704-4 IENC - INSTALLMENT LOANS	42,128.37		
1705-5 IENC - MORTGAGE LOANS	06,537.35		
1706-0 IENC - MTGE LOANS FANNIE MAE	05.73		
1710-1 PREPAID EXPENSES	110,138.97		
1711-2 RECEIVABLE FROM CAFETERIA PLAN	595.87		
1710-0 REPOSSESSED GOODS	45,503.74		
1720-9 OTHER REAL ESTATE	107,011.17		
1721-0 ACCRUED INTEREST ON SECURITIES	45,195.25		
1730-0 DEFERRED TAX-UNREALIZED LOSS	403,231.50		
	2,393,073.47 ***		
TOTAL ASSETS	143,727,401.53		

TOTAL ASSETS 143,727,401.53 TOTAL LIABILITIES AND EQUITY 143,727,401.53CR

... END REPORT FIS230

1000-0 RESERVE FOR UPK-FURN FIX EQUIP
 1000-2 FURNITURE/EQUIP *95 RENOVATION
 1000-4 FURNITURE/EQUIP-MM BRANCH
 1002-0 RESERVE FOR DEPRECIATION BLDG
 1002-3 LEASE HOLD IMPROVMT-MM BRANCH
 1002-7 FURNITURE FIXTURES AND EQUIPMT
 1002-0 BUILDING IMPROVMT PROGRAM 1995
 1001-9 BUILDING AND IMPROVEMENTS
 1000-3 LAND
 1030-2 OVERDRAFTS BUSINESS AND PERSONA
 1032-2 OVERDRAFTS-OFFICIAL CHECKS
 1040-9 RESERVE FOR BAD DEBTS
 1700-9 IENC - CORPORATE SECURITIES
 1701-5 IENC - U S GOVERNMENT SECURITIE
 1702-4 IENC - FEDERAL AGENCY SECURITIE
 1703-3 IENC - MUNICIPAL SECURITIES
 1704-2 IENC - COMMERCIAL LOANS
 1704-4 IENC - INSTALLMENT LOANS
 1705-5 IENC - MORTGAGE LOANS
 1706-0 IENC - MTGE LOANS FANNIE MAE
 1710-1 PREPAID EXPENSES
 1711-2 RECEIVABLE FROM CAFETERIA PLAN
 1710-0 REPOSSESSED GOODS
 1720-9 OTHER REAL ESTATE
 1721-0 ACCRUED INTEREST ON SECURITIES
 1730-0 DEFERRED TAX-UNREALIZED LOSS

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, MAY 12, 1997 AT 9:00 A.M., FOR COUNTY BANK DEPOSITORY.

ATTACHED IS A COPY OF SPECIFICATIONS.

IF YOU DESIRE TO PLACE A BID, DO SO FOB, COUNTY JUDGE'S OFFICE, LESS FEDERAL TAX, EFFECTIVE AS OF 9:00 A.M., MONDAY, MAY 12, 1997.

SHOULD THE SUCCESSFUL BIDDER FAIL TO COMPLY WITH THE SPECIFICATIONS AFTER NOTICE OF NON-COMPLIANCE FROM THE COUNTY, THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT.

THE QUANTITIES LISTED ARE ESTIMATED, AND IT IS NOT EXPRESSED OR IMPLIED THAT THESE QUANTITIES WILL BE PURCHASED.

PLEASE ADDRESS YOUR BID TO:

HONORABLE CHARLES L. STILL
UPSHUR COUNTY JUDGE
P.O. BOX 730
GILMER, TEXAS 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

THE COURT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MYRA HARRIS
UPSHUR COUNTY TREASURER

UPSHUR COUNTY, TEXAS

SPECIFICATIONS FOR COUNTY
TWO (2) YEAR DEPOSITORY BID

THE FOLLOWING INFORMATION IS REQUIRED FOR ALL BIDS SUBMITTED.
PLEASE RESPOND TO EACH ITEM REQUESTED IN THE ORDER LISTED.
SERVICES WHICH EXCEED SPECIFICATIONS WILL BE FAVORABLY
CONSIDERED.

I. INTEREST RATES

A. SAVINGS ACCOUNTS. NO LIMIT ON AMOUNT DEPOSITED.

4.75%

B. CERTIFICATES OF DEPOSIT (SINGLE MATURITY).

1. AMOUNTS LESS THAN \$100,000.

7 TO 29 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
30 TO 59 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
60 TO 89 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
90 TO 179 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
180 TO 364 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
365 AND OVER T-BILL PLUS	<u>6 mo. T-Bill + 1.50</u>
18 month	6 mo. T-Bill + 2.00

2. AMOUNTS \$100,000.00 OR MORE.

7 TO 29 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
30 TO 59 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
60 TO 89 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
90 TO 179 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
180 TO 364 DAYS T-BILL PLUS	<u>6 mo. T-Bill + .63</u>
365 AND OVER T-BILL PLUS	<u>6 mo. T-Bill + 1.50</u>
18 month*	6 mo. T-Bill + 2.00

*Example: 5.37% + 2.00% = 7.37%

NOTE: INTEREST BASED ON FLOATING INTEREST RATE OF
DAILY PUBLISHED AUCTION RATE OF U.S. TREASURY BILLS PLUS
BASIS POINTS.

STATE FLOOR 4.75%

C. CHECKING ACCOUNTS.

1. INTEREST ON CHECKING ACCOUNT BALANCES
(INCLUDING NOW ACCOUNTS-BID SEPARATELY).
NOW ACCOUNT - Regular rate + .25% with minimum
balance of \$1,000.00
SUPERNOW ACCOUNT - Regular rate + .25% with
minimum balance of \$1,500.00

D. TRUST ACCOUNTS.

1. SAVINGS ACCOUNTS.
Current rate of 4.75%
Subject to change quarterly
2. CERTIFICATES OF DEPOSIT.
Same as non-trust account certificates

E. INTEREST RATE CHARGED ON COUNTY BORROWING.

1. COST OF TRANSFER OF INDEBTEDNESS (IF
NECESSARY) FROM CURRENT DEPOSITORY.
No charge for internal services.
County will pay all other expenses.
2. INTEREST RATES AND TERMS ON NEW BORROWING.
6%

II. COST OF SERVICES

- A. SERVICE CHARGE ON CHECKING ACCOUNTS, INCLUDING STOP PAYMENTS AND BANK STATEMENTS.

No Charge

No Charge for Daylight Overdrafts; Second day and beyond - Normal Charge

- B. OPTICAL IMAGING; CHECKS (FRONT AND BACK) AND DEPOSIT SLIPS.

Not available at this time

- C. PRINTED BLANK CHECKS AND DEPOSIT SLIPS.*

No charge for stock checks and deposits

*Does not include multiple part checks or checks capable of being computer processed.

- D. SAFETY DEPOSIT BOXES ARE REQUIRED.

No charge

- E. SAFE STORAGE OF COMPUTER TAPES.

No charge

- F. WIRE SERVICES.

No charge

- G. COURIER SERVICE

No charge

- H. OTHER SERVICES SUCH AS COIN AND CURRENCY WRAPPERS, BANK BAGS AND LOCKED BAGS.

No charge

III. FINANCIAL ASSURANCE AND GOOD FAITH.

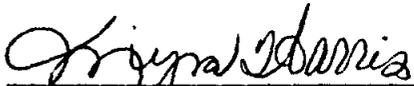
- A. PLEASE SUBMIT WITH YOUR BID YOUR MOST RECENT FINANCIAL STATEMENT ALONG WITH A CASHIER'S CHECK MADE PAYABLE TO UPSHUR COUNTY TREASURER IN THE AMOUNT OF \$ 48,000.00. CHECKS OF UNSUCCESSFUL BIDDERS WILL BE IMMEDIATELY RETURNED. CHECKS OF SUCCESSFUL BIDDERS WILL BE RETURNED UPON EXECUTION OF THE DEPOSITORY CONTRACT.

IV. BIDS ACCEPTED.

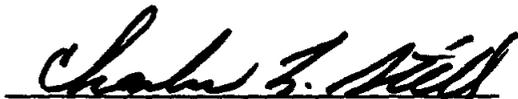
- A. PROPOSALS SHOULD BE SUBMITTED TO ACCOMMODATE THE USE OF ANOTHER FINANCIAL INSTITUTION TO PROVIDE FOR DEPOSIT OF FUNDS OF OFFICES LOCATED IN GILMER.

UPSHUR COUNTY APPRECIATES ALL CONSIDERATION GIVEN THESE SPECIFICATIONS. SHOULD QUESTIONS ARISE CONCERNING THESE SPECIFICATIONS, PLEASE CALL THE COUNTY TREASURER OR THE COUNTY JUDGE.

RESPECTFULLY SUBMITTED,



MYRA HARRIS, COUNTY TREASURER



CHARLES L. STILL, COUNTY JUDGE

THE AMOUNT OF MONIES FOR WHICH THE DEPOSITORY SHOULD FURNISH SECURITY ARE APPROXIMATELY AS FOLLOWS:

1. FUNDS BELONGING TO UPSHUR COUNTY, WHICH SHALL ALSO COVER THE FUNDS DEPOSITED BY ALL OFFICES OF THE COUNTY, \$7,600,000. (THIS INCLUDES TIME AND DEMAND DEPOSITS BOTH)
2. FUNDS BELONGING TO UPSHUR COUNTY, PERMANENT AND AVAILABLE SCHOOL FUNDS, \$1,160,000. (TIME DEPOSITS ONLY)
3. FUNDS BELONGING TO UPSHUR COUNTY, TRUST AND AGENCY FUNDS, DISTRICT CLERK, \$850,000. (TIME DEPOSITS ONLY)

(GOVERNMENT CODE TITLE 10, COLLATERIAL FOR PUBLIC FUNDS, CHAPTER 2257)

AFFIDAVIT TO UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and had not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: First National Bank

SIGNED BY: Frank Breayese President
(sign name in writing) (Title)

ADDRESS: 201 North Wood Street (P. O. Box 520) Gilmer, TX 75644

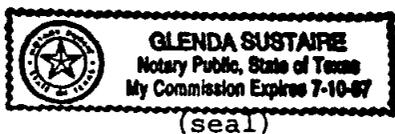
TELEPHONE NUMBER: (903) 843-4100 DATE: 5-6-97

AFFIDAVIT

STATE OF TEXAS .

COUNTY OF UPSHUR

Before me the undersigned authority on this the 6th day of
May, 1997, personally appeared Frank Breazeale
who being duly sworn deposes and says that he signed the
above instrument for the purposes and considerations herein
expressed.



Glenda Sustaie
Notary Public Signature

Notary Public in and for Upshur County, Texas

My commission expires 7-10-97

NOTE: Bids not notarized will not be considered.

DEPOSITORY LAWS FOR COUNTIES

52.8 SEC. 116.023 - APPLICATIONS.

- (a) A bank in the county that wants to be a county depository must deliver its application to the county judge on or before the first day of the term of the commissioners court at which depositories are to be selected.
- (b) The application must state the Amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by:
 - (1) a statement showing the financial condition of the bank on the date of the application; and
 - (2) a certified check for at least one-half percent of the county's revenue for the preceding year.
- (c) The certified check that accompanies an application is a good-faith guarantee on the part of the applicant that if accepted as a county depository it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county judge shall readvertise for applications, if necessary, to obtain a depository for the county.
(V.A.C.S. Art. 2545.)

52.9 SEC. 116.024 - SELECTION OF DEPOSITORIES.

- (a) At 10 a.m. on the first day of each term at which banks are to be selected as county depositories, the commissioners court shall:
 - (1) enter in the minutes of the court all applications filed with the county judge;
 - (2) consider all applications; and
 - (3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.
- (b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.
- (c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.
- (d) The conflict of interests provisions of Chapter 179, Acts of the 60th Legislature, Regular Session, 1967 (Article 2529c, V.T.C.S.), apply to the selection of the depositories. (V.A.C.S. Art. 2546 (part); New.)

52.10 SEC 116.025 - DESIGNATION OF DEPOSITORY.

When security is provided in accordance with Subchapter C and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository. (V.A.C.S. Art. 2549, Sec. (a) (part).)

52.11 SEC. 116.026 - APPLICANTS OUTSIDE COUNTY. If no bank located in the county applies to be designated as the county depository, the commissioners court may advertise, in the same manner provided by Section 116.022 for advertising for a depository within the county, for applications from banks in an adjoining county or any other county in this state. (V.A.C.S. Art. 2558 (part).)

TEXAS LOCAL GOVERNMENT CODE -
Acts 1987, 70th Leg., ch 149, s1, eff Sept. 1, 1987.
Amended by Acts 1991, 72nd Leg., ch. 527 s2, eff. Sept. 1, 1991; Acts 1995, 74th Leg., ch. 65, s1, eff. Aug. 28, 1995.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR INVITATION TO BID.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID

ANY EXCEPTIONS THERE TO MUST BE IN WRITING

1. Bids must be to the County Judge BEFORE the hour and date specified.
2. LATE bids properly identified will be returned to bidder UNOPENED. Late bids will not be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified-extended and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Persons signing bid should show TITLE or AUTHORITY TO BIND HIS FORM IN A CONTRACT.
5. Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a based written acceptable reason.
6. Vendor shall submit an itemized invoice showing County order number.
7. The County is exempt from Federal Excino Tax. DO NOT INCLUDE TAX IN BID. Excino Tax Exemption Certificate will be furnished.
8. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brands

NOTICE TO BIDDERS

Upshur County will open bids Monday, May 12, 1997 at 9:00 A.M., in Commissioners Court for the following:

Upshur County Bank
Depository

Bid specifications may be obtained from the Upshur County Treasurer's office or by calling 903-843-4027.

The County reserves the right to accept or reject any and all bids.

Charles L. Still,
Upshur County Judge



Gary Patterson
President and CEO

May 5, 1997

Honorable Charles L. Still
Upshur County Judge
P. O. Box 730
Gilmer, Texas 75644

Dear Judge Still,

Attached is the depository bid of Gilmer National Bank for the County funds for 1997-1998. We are also attaching our check for \$48,000.00 as requested for good faith and the signed affidavit to the County.

We are also attaching our most recent year-end financial statement and our most recent daily statement of the financial condition of our bank. Please note that the most recent financial information reflects our Capital Stock to be \$500,000.00, Surplus of \$1,500,000.00, and Undivided Profits of \$13,115,671.75 plus other reserve accounts.

We at Gilmer National Bank are pleased to have the opportunity to bid on the County funds and would like very much to continue as the County depository for the next two years. It has always been a pleasure to work with you as your depository.

If there are any questions concerning our bid, please contact us.

Sincerely,

Gary Patterson
President & C.E.O.

BR
CASH
MAY 12 PM 1:13
GILMER TEXAS

Gilmer National Bank

GILMER, TEXAS
AT THE CLOSE OF BUSINESS DECEMBER 31, 1996
RESOURCES

	1995	1996
Loans and Discounts	\$ 41,398,387 64	\$ 47,488,554 17
Less. Reserve for Loan Losses	(459,760 12)	(460,747 00)
Less. Unearned Interest	(1,149,983 63)	(1,356,305 18)
Net Loans and Discounts	39,788,643 89	45,671,501 99
Overdrafts	39,971 20	61,318 16
Building, Furniture and Fixtures	3,116,562 71	3,188,087 10
Other Real Estate	15,300 00	33,727 00
Federal Reserve Bank Stock	60,000 00	60,000 00
Accrued Interest on Loans	448,000 01	579,702 38
Other Assets	1,057,407 67	1,045,300 75
CASH AND QUICK ASSETS:		
Cash and Balances Due from Depository Institutions		
Cash and Non-Interest Bearing	2,795,549 40	3,112,646 10
Interest-Bearing	16,501,495 00	13,518,542 93
U S. Government Bonds	48,662,499 32	49,527,653 94
Municipal Bonds	8,766,515 16	8,905,953 04
Unrealized Gain/Loss on Available for Sale Securities	199,339 28	74,308 82
Federal Funds Sold	— 00	1,875,000 00
	TOTAL \$121,451,283 64	\$127,653,742 21
LIABILITIES		
Capital Stock	500,000 00	500,000 00
Surplus	1,500,000 00	1,500,000 00
Undivided Profits	12,313,801 35	13,164,715 57
Reserves	631,433 43	576,296 88
Repurchase Agreements	2,500,000 00	2,350,000 00
DEPOSITS	104,006,048 86	109,562,729 76
	TOTAL \$121,451,283 64	\$127,653,742 21

THE ABOVE STATEMENT IS CORRECT
KENNETH STEWART, PRESIDENT AND CEO.
MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

OFFICERS
WILLIAM F PATTERSON, CHAIRMAN OF THE BOARD
MAX M. PEEK, VICE CHAIRMAN
GARY PATTERSON, PRESIDENT & CEO
CHARLES HOLMES SR VICE PRESIDENT
ROY HARRIS, CASHIER & VICE PRESIDENT
VIRGINIA CARROLL, VICE PRESIDENT
DONNA LEE VARNER, ASST VICE PRESIDENT & AUDITOR
CHARLES TURNER, ASST VICE PRESIDENT
SARAH BATES, ASST CASHIER
FRAN JOHNSON, ASST CASHIER
KIM WALL, ADM ASST TO PRESIDENT
SHERON DARNELL, ASST CASHIER

DIRECTORS
ELLIOTT DEAN
SARAH GREENE
EDWIN P. HERRMANN
B J HOGG
MAX M. PEEK
GARY PATTERSON
WILLIAM F PATTERSON
MALCOLM SMITH*
KENNETH STEWART
KENNETH WHITE
*HONORARY



Gary Patterson
President and CEO

May 5, 1997

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BR
CASH
MAY 12 PM 1:13
GILMER TX

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, MAY 12, 1997 AT 9:00 A.M., FOR COUNTY BANK DEPOSITORY.

ATTACHED IS A COPY OF SPECIFICATIONS.

IF YOU DESIRE TO PLACE A BID, DO SO FOB, COUNTY JUDGE'S OFFICE, LESS FEDERAL TAX, EFFECTIVE AS OF 9:00 A.M., MONDAY, MAY 12, 1997.

SHOULD THE SUCCESSFUL BIDDER FAIL TO COMPLY WITH THE SPECIFICATIONS AFTER NOTICE OF NON-COMPLIANCE FROM THE COUNTY, THE COUNTY RESERVES THE RIGHT TO CANCEL THE CONTRACT.

THE QUANTITIES LISTED ARE ESTIMATED, AND IT IS NOT EXPRESSED OR IMPLIED THAT THESE QUANTITIES WILL BE PURCHASED.

PLEASE ADDRESS YOUR BID TO:

HONORABLE CHARLES L. STILL
UPSHUR COUNTY JUDGE
P.O. BOX 730
GILMER, TEXAS 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

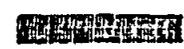
THE COURT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MYRA HARRIS
UPSHUR COUNTY TREASURER

GILMER NATIONAL BANK
B A L A N C E S H E E T
FOR THE MONTH AND PERIOD
MAY 2, 1997
A S S E T S

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
CASH & CASH ITEMS					
10100 CASH	1,050,634.32	974,550.17	1,202,936.16	1,166,085.30	157,232.17-
10600 CASH ITEMS IN TRANSIT	37,414.44	375.00	36,445.03	26,071.20	16,389.44
10800 OTHER ITEMS IN TRANSIT	4,011.12	3,475.52	23,036.93	38,838.71	39,002.21-
TOTAL CASH & CASH ITEMS	1,092,059.88	978,400.69	1,262,418.10	1,230,995.21	179,844.94-
DUE FROM DEPOSITORY INSTITUTES					
11100 FEDERAL RESERVE	1,299,412.52	2,033,936.22	1,485,691.77	1,437,114.68	91,015.84
11200 NATION'S BANK DALLAS	62,568.56	109,130.95	100,242.33	77,565.82	15,016.12-
11300 BANKONE	279,322.48		447,250.50	293,886.85	
11500 TEXAS INDEPENDENT BANK/DALLAS	10,000.00	10,000.00	10,000.00	10,000.00	
TOTAL CASH/NON-INTEREST BEARING	2,743,363.44	3,131,467.86	3,305,602.70	3,049,562.56	285,876.90-
12400 CD'S WITH S&L'S	12,636,532.93	15,312,962.48	13,415,071.38	12,864,343.72	
TOTAL CASH & DUE DEPOSITORY	15,379,896.37	18,444,430.34	16,720,674.09	15,913,906.26	285,876.90-
SECURITIES					
13050 TRADING SECURITIES					
13100 AGENCIES HTM	30,008,276.53	31,432,521.53	31,402,060.49	30,681,225.48	
13200 AGENCIES AFS	7,900,000.00	10,474,508.32	8,609,851.19	7,900,000.00	
13300 GOVERNMENTS HTM	4,497,921.79	5,899,076.32	4,726,544.48	4,497,902.31	
13400 GOVERNMENTS AFS	3,302,051.14	995,565.63	2,842,372.17	3,302,014.07	
13700 MUNICIPAL BONDS HTM	8,849,872.12	9,006,608.45	8,770,920.52	8,772,998.14	
13800 UNREALIZED GAIN/LOSS AVS SEC.	23,209.14-	55,571.60	53,811.84	517.62-	
14300 FEDERAL RESERVE BANK STOCK	60,000.00	60,000.00	60,000.00	60,000.00	
TOTAL SECURITIES	54,594,912.44	57,923,851.85	56,465,560.68	55,213,622.36	
MONEY MARKET INSTRUMENTS					
15200 BANK * 1 * ONE FED FUNDS	6,925,000.00		5,289,655.17	6,971,875.01	900,000.00
15500 FED FUNDS * NATION'S BANK * DAL		1,400,000.00	1,142,622.97		
TOTAL MONEY MARKET INSTRUMENTS	6,925,000.00	1,400,000.00	4,914,754.10	6,971,875.01	900,000.00
LOANS					
16100 LOAN CLEARING	571.87	24,085.30-	9,068.41	4,597.07-	564.44
16200 INSTALLMENT LOANS-78	10,766,874.87	9,599,947.11	10,499,127.04	10,770,974.40	25,492.89-
16300 COMMERCIAL LOANS	11,909,306.76	14,806,422.73	11,213,024.40	11,715,423.46	16,085.14-
16500 MORTGAGE LOANS	21,970,137.28	17,909,676.96	21,305,284.74	21,791,021.13	26,044.76
16600 AGRICULTURAL LOANS	6,587,952.88	1,499,106.13	6,173,270.64	6,455,417.49	3,701.19-
TOTAL LOANS	51,234,843.66	43,791,067.63	49,199,775.25	50,728,239.42	18,671.02-
16800 OVERDRAFTS	68,284.38	37,735.65	67,637.02	79,937.22	11,276.46-
16801 I/L UNEARNED DISCOUNT IENC	1,411,918.92-	1,280,680.78-	1,389,318.59-	1,423,377.51-	11,158.41

VOL. 48 PG 154



GILMER NATIONAL BANK
BALANCE SHEET
FOR THE MONTH AND PERIOD
MAY 2, 1997
ASSETS

VOL 48 PG 155

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
LOANS, NET OF UNEARNED INCOME	49,891,289.12	42,548,122.50	47,878,093.71	49,384,799.14	18,789.07
16900 LOAN LOSS RESERVE	488,002.90-	444,301.23-	477,703.67-	490,226.34-	
LOANS, NET OF U.I. & RESERVES	49,403,206.22	42,103,821.27	47,400,390.04	48,894,572.81	18,789.07-
PREMISES AND FIXED ASSETS					
17150 BANKING HOUSE	2,264,610.49	2,323,419.49	2,264,610.49	2,264,610.49	
17200 LAND	252,000.00	252,000.00	252,000.00	252,000.00	
17550 FURNITURE & FIXTURES	909,541.81	649,697.01	822,073.28	879,048.83	
TOTAL PREMISES & FIXED ASSETS	3,426,152.30	3,225,116.50	3,338,683.77	3,395,659.32	
OTHER REAL ESTATE OWNED					
17600 OTHER REAL ESTATE	15,300.00	15,300.00	21,685.24	15,300.00	
17601 OREO DISPOSAL COST RESERVE			645.66-		
TOTAL OTHER REAL ESTATE OWNED	15,300.00	15,300.00	21,039.55	15,300.00	
OTHER ASSETS					
17700 REPOSSESSED ASSETS	9,000.00		7,375.43	8,306.25	
18500 SUSPENSE	293.12	13,385.75	991.05	236.72	
19000 ATM SUSPENSE ACCOUNT	5,690.00	5,480.00	3,651.91	3,762.18	2,450.00
19500 ACCRUED MUNICIPAL BOND	134,064.34	161,253.08	117,238.24	108,800.73	
19500 ACCRUED U. S. GOVT. BOND	682,122.12	688,215.91	762,413.58	649,849.31	
19650 ACCRUED S&L C/D INTEREST	54,505.83	67,469.85	57,125.21	57,483.37	
SUB-TOTAL	885,675.41	935,804.43	948,795.41	828,438.57	2,450.00
19700 ACCRUED INTEREST RECEIVABLE ICNE	619,842.24	570,347.42	572,522.84	585,449.20	15,956.94
LOAN INCOME EARNED/NOT-COLLECTED	619,842.24	570,347.42	572,522.84	585,449.20	15,956.94
19760 DEFERRED TAX RECEIVABLE	5,817.00	5,817.00	5,817.00	5,817.00	
TOTAL OTHER ASSETS	1,511,334.65	4,752,385.35	4,632,980.95	3,862,755.64	18,406.94
GRAND TOTAL ASSETS	131,255,801.98	124,624,488.81	130,388,237.44	131,824,640.50	613,740.97

GILMER NATIONAL BANK
BALANCE SHEET
FOR THE MONTH AND PERIOD
MAY-2,-1997
L I A B I L I T I E S

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
DEMAND DEPOSITS					
20100 INDIVIDUAL DEPOSIT ACCOUNTS	9,284,959.14	8,793,800.03	8,823,615.15	8,967,075.59	392,796.44
20200 N.O.W. DEPOSITS	5,332,765.24	4,183,031.11	5,250,169.26	5,438,529.75	113,909.43
20300 MONEY MARKET DDA ACCOUNT	4,209,027.85	4,264,618.55	4,280,424.14	4,206,729.06	3,581.40
20400 SUPER-NOW-DDA-ACCOUNT	12,249,653.45	11,884,183.16	12,171,014.29	12,234,582.99	92,811.90
20410 DDA NONPOST DEBITS	129,933.94	189,718.87	54,774.07	60,534.43	86,175.47
20420 DDA NONPOST CREDITS		19,308.22	1,723.91	1,119.79	
20450 ESCROW DEPOSIT ACCOUNT	62,448.83	117,930.26	12,447.51	45,610.89	1,862.62
20460 ORIGNATION-FEE-HOLDING	22,102.61	24,514.53	22,485.11	22,442.79	106.32
TOTAL CHECKING ACCOUNTS	31,031,023.18	29,097,666.99	30,507,105.24	30,855,556.38	518,680.00
20500 U. S. DEPOSIT-SERIES-E-SALES	75.00	125.00	107.49	163.68	550.00
20600 U. S. TREASURY TAX & LOAN	16,221.65	13,135.94	14,319.09	17,507.80	7,962.84
21700 DIVIDEND CHECKS OUTSTANDING	981.25	1,627.30	1,902.00	986.88	
21800 MONEY ORDERS OUTSTANDING	1,969.77	2,524.10	1,969.77	1,969.77	
22000 CASHIER CHECKS OUTSTANDING	380,823.03	592,746.40	425,815.62	353,893.81	17,133.55
22200 C/D INTEREST CHECKS	22,418.43	28,379.47	24,470.96	25,232.64	5,408.20
22300 EXPENSE CHECKS OUTSTANDING	8,958.38	6,986.67	18,193.99	22,666.34	4,283.73
22700 LEASE RENTAL CHECKS	13.57	12.57	65.16	38.51	
TOTAL DEMAND DEPOSITS	31,462,484.26	29,743,204.44	30,993,949.36	31,278,015.79	536,992.64
TIME DEPOSITS					
23100 SAVINGS DEPOSITS	7,438,799.10	7,545,966.35	7,587,876.00	7,521,398.24	4,897.18
23110 SAVINGS NONPOST DEBITS	540.53		1,646.33	4,608.83	540.53
23120 SAVINGS NONPOST CREDITS			204.87	415.67	
SAVINGS TOTAL	7,438,258.57		7,586,434.51	7,517,205.08	4,156.63
23300 C/D'S > 100M	26,588,350.93		26,645,824.73	27,191,523.21	102,018.47
23350 IRA C/D'S	6,257,402.69		6,189,457.14	6,198,760.18	1,175.06
23400 CERTIFICATES OF DEPOSIT	40,086,503.88	68,965,274.25	39,941,200.86	39,987,987.34	41,210.02
23410 C/D NONPOST DEBITS			5,294.63	1,688.73	
23420 C/D NONPOST CREDITS			31,470.69		
C/D TOTAL	72,932,257.50		72,802,658.72	73,376,581.97	61,983.51
24100 MARTHA WHITEHEAD/STATE TREAS.		247,500.00			
TOTAL TIME DEPOSITS	80,370,516.07	76,758,740.60	80,389,093.27	80,893,787.05	66,140.14
TOTAL DEPOSITS	111,833,000.33	106,501,945.04	111,383,042.62	112,171,802.84	603,132.78
LIABILITIES FOR BORROWED MONEY					
25200 SECURITIES SOLD UNDER REPURCHASE	2,950,000.00	2,450,000.00	2,872,540.99	3,320,312.51	
*****TOTAL*****	2,950,000.00	2,450,000.00	2,872,540.99	3,320,312.51	

48 PG 156 VOL

GILMER NATIONAL BANK
BALANCE SHEET
FOR THE MONTH AND PERIOD
MAY-2, 1997
LIABILITIES

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
OTHER LIABILITIES					
26200 TAX WITHHELD	456.66	101.16-	501.37	402.39	12.77
26600 DDA ACCRUED INTEREST PAYABLE	22,461.72	22,741.65	23,468.19	23,862.68	1,573.79
26800 C/D ACCRUED INTEREST PAYABLE	428,558.98	411,567.44	437,085.81	446,028.20	7,701.17
26805 SVG ACCRUED INTEREST PAYABLE	24,919.89	23,738.55	27,608.68	12,088.21	2,141.25
TOTAL ACCRUED INTEREST PAYABLE	476,397.25	458,055.57	488,664.08	482,381.51	11,428.98
27000 ACCRUAL INCOME TAX	30,800.00	75,000.00	39,131.18	50,049.99	
27100 RETIREMENT BENEFITS ACCRUAL	28,720.00	37,397.51	12,123.60	23,110.63	
27200 DEPRECIATION ACCRUAL	48,000.00	52,000.00	20,262.30	38,625.00	
27300 ACCRUAL AD VALOREM	26,600.00	31,825.00	11,228.70	21,404.68	
27400 ACCRUAL FOR DIRECTORS FEES	42,500.00	49,000.00	17,548.35	33,984.38	
27450 ACCRUAL FOR DEC. PAYROLL BONUS	29,080.00	36,350.00	12,275.60	23,400.32	
27500 ACCRUAL MAINTENANCE CONTRACTS	4,000.00	10,279.53	1,688.50	3,218.75	
27650 ACCRUAL FOR COMPTROLLER	15,380.38	18,708.47	8,530.49	12,450.71	
27730 ACCRUAL FOR FRANCHISE TAX	932.11	7,993.91	18,467.53	1,333.52	
27760 ACCRUAL FOR BOND/LIAB./INS.	10,400.00	13,400.00	4,390.15	8,368.74	
27800 ACCRUAL OREO TAXES & INSURANCE	5,089.71	4,331.48	4,960.87	5,055.25	
27850 DEFERRED TAX ON SECUTITIES	7,891.10-	18,894.35	18,296.03	175.99-	
TOTAL OTHER LIABILITIES	710,008.35	812,835.82	657,567.32	700,540.45	11,428.98
RESERVES					
28400 LOSSES ON SECURITIES RESERVE					
TOTAL RESERVES					
GRAND TOTAL LIABILITIES	115,493,008.68	109,764,780.86	114,913,150.92	116,192,655.79	614,561.76
CAPITAL ACCOUNTS					
29200 UNREALIZED GAIN/LOSS	15,318.04-	36,677.25	35,515.80	341.64-	
29300 CAPITAL STOCK	500,000.00	500,000.00	500,000.00	500,000.00	
29400 SURPLUS	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	
29500 UNDIVIDED PROFITS	13,115,671.75	12,182,237.42	13,115,671.75	13,115,671.75	
TOTAL CAPITAL ACCOUNTS	15,100,353.71	14,218,914.67	15,151,187.55	15,115,330.11	
NET CURRENT EARNINGS	662,439.59	640,793.28	323,898.92	516,654.64	820.79-
TOTAL LIABILITIES AND CAPITAL	131,255,801.98	124,624,488.81	130,388,237.44	131,824,640.50	613,740.97

Ray Patterson, President/CEO
May 5, 1997

VOL 48 PG 157

THE UPSHUR COUNTY COMMISSIONERS' COURT WILL OPEN AND ACCEPT BIDS ON MONDAY, MAY 12, 1997 AT 9:00 A.M., FOR COUNTY BANK DEPOSITORY.

ATTACHED IS A COPY OF SPECIFICATIONS.

IF YOU DESIRE TO PLACE A BID, DO SO FOB, COUNTY JUDGE'S OFFICE, LESS FEDERAL TAX, EFFECTIVE AS OF 9:00 A.M., MONDAY, MAY 12, 1997.

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UPSHUR COUNTY JUDGE
P.O. BOX 730
GILMER, TEXAS 75644

ENVELOPES SHOULD BE CLEARLY MARKED "BID".

THE COURT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MYRA HARRIS
UPSHUR COUNTY TREASURER

VOL 48 PG 159

GILMER NATIONAL BANK
 BALANCE SHEET
 FOR THE MONTH AND PERIOD
 MAY 2, 1997
 A S S E T S

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
CASH & CASH ITEMS					
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11100 FEDERAL RESERVE	1,299,412.52	2,033,936.22	1,485,691.77	1,437,114.68	91,015.84
11200 NATION'S BANK DALLAS	62,568.56	109,130.95	100,242.33	77,565.82	15,016.12-
11300 BANKONE	279,322.48		447,250.50	293,886.85	
11500 TEXAS INDEPENDENT BANK/DALLAS	10,000.00	10,000.00	10,000.00	10,000.00	
TOTAL CASH/NON-INTEREST BEARING	2,743,363.44	3,131,467.86	3,305,602.70	3,049,562.56	285,876.90-
12400 CD'S WITH S&L'S	12,636,532.93	15,312,962.48	13,415,071.38	12,864,343.72	
TOTAL CASH & DUE DEPOSITORY	15,379,896.37	18,444,430.34	16,720,674.09	15,913,906.26	285,876.90-
SECURITIES					
13050 TRADING SECURITIES					
13100 AGENCIES HTM	30,008,276.53	31,432,521.53	31,402,060.49	30,681,225.48	
13200 AGENCIES AFS	7,900,000.00	10,474,508.32	8,609,851.19	7,900,000.00	
13300 GOVERNMENTS HTM	4,497,921.79	5,899,076.32	4,726,544.48	4,497,902.31	
13400 GOVERNMENTS AFS	3,302,051.14	995,565.63	2,842,372.17	3,302,014.07	
13700 MUNICIPAL BONDS HTM	8,849,872.12	9,006,608.45	8,770,920.52	8,772,998.14	
13800 UNREALIZED GAIN/LOSS AVS SEC.	23,209.14-	55,571.60	53,811.84	517.62-	
14300 FEDERAL RESERVE BANK STOCK	60,000.00	60,000.00	60,000.00	60,000.00	
TOTAL SECURITIES	54,594,912.44	57,923,851.85	56,465,560.68	55,213,622.36	
MONEY MARKET INSTRUMENTS					
15200 BANK "I" ONE FED FUNDS	6,925,000.00		5,289,655.17	6,971,875.01	900,000.00
15500 FED FUNDS * NATION'S BANK *DAL		1,400,000.00	1,142,622.97		
TOTAL MONEY MARKET INSTRUMENTS	6,925,000.00	1,400,000.00	4,914,754.10	6,971,875.01	900,000.00
LOANS					
16100 LOAN CLEARING	571.87	24,085.30-	9,068.41	4,597.07-	564.44
16200 INSTALLMENT LOANS-78	10,766,874.87	9,599,947.11	10,499,127.04	10,770,974.40	25,492.89-
16300 COMMERCIAL LOANS	11,909,306.76	14,806,422.73	11,213,024.40	11,715,423.46	16,086.14-
16500 MORTGAGE LOANS	21,970,137.28	17,909,676.96	21,305,284.74	21,791,021.13	26,044.76
16600 AGRICULTURAL LOANS	6,587,952.88	1,499,106.13	6,173,270.64	6,455,417.49	3,701.19-
TOTAL LOANS	51,234,843.66	43,791,067.63	49,199,775.25	50,728,239.42	18,671.02-
16800 OVERDRAFTS	68,284.38	37,735.65	67,637.02	79,937.22	11,276.46-
16801 I/L UNEARNED DISCOUNT IENC	1,411,918.92-	1,280,680.78-	1,389,318.59-	1,423,377.51-	11,158.41

ENCLOSURE

GILMER NATIONAL BANK
BALANCE SHEET
FOR THE MONTH AND PERIOD
MAY 2, 1997
ASSETS

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
LOANS, NET OF UNEARNED INCOME	49,891,209.12	42,540,122.50	47,878,093.71	49,384,799.14	18,789.07
16900 LOAN LOSS RESERVE	488,002.90-	444,301.23-	477,703.67-	490,226.34-	
LOANS, NET OF U.-I. & RESERVES	49,403,206.22	42,103,821.27	47,400,390.04	48,894,572.81	18,789.07
PREMISES AND FIXED ASSETS					
17150 BANKING HOUSE	2,264,610.49	2,323,419.49	2,264,610.49	2,264,610.49	
17200 LAND	252,000.00	252,000.00	252,000.00	252,000.00	
17550 FURNITURE & FIXTURES	909,541.81	649,697.01	822,073.28	879,048.83	
TOTAL PREMISES & FIXED ASSETS	3,426,152.30	3,225,116.50	3,338,683.77	3,395,659.32	
OTHER REAL ESTATE OWNED					
17600 OTHER REAL ESTATE	15,300.00	15,300.00	21,685.24	15,300.00	
17601 OREO DISPOSAL COST RESERVE			645.66-		
TOTAL OTHER REAL ESTATE OWNED	15,300.00	15,300.00	21,039.55	15,300.00	
OTHER ASSETS					
17700 REPOSSESSED ASSETS	9,000.00		7,375.43	8,306.25	
18500 SUSPENSE	293.12	13,385.75	991.05	236.72	
19000 ATM SUSPENSE ACCOUNT	5,690.00	5,480.00	3,651.91	3,762.18	2,450.00
19500 ACCRUED MUNICIPAL BOND	134,064.34	161,253.08	117,238.24	108,800.73	
19600 ACCRUED U. S. GOVT. BOND	682,122.12	688,215.91	762,413.58	649,849.31	
19650 ACCRUED S&L C/D INTEREST	54,505.83	67,469.85	57,125.21	57,483.37	
SUB-TOTAL	885,675.41	935,804.43	948,795.41	828,438.57	2,450.00
19700 ACCRUED INTEREST RECEIVABLE ICNE	619,842.24	570,347.42	572,522.84	585,449.20	15,956.94
LOAN INCOME EARNED/NOT-COLLECTED	619,842.24	570,347.42	572,522.84	585,449.20	15,956.94
19760 DEFERRED TAX RECEIVABLE	5,817.00	5,817.00	5,817.00	5,817.00	
TOTAL OTHER ASSETS	1,511,334.65	4,752,385.35	4,632,980.95	3,862,755.64	18,406.94
GRAND TOTAL ASSETS	131,255,801.98	124,624,488.81	130,388,237.44	131,824,640.50	613,740.97

VOL. 48 PG 160

GILMER NATIONAL BANK
BALANCE SHEET
FOR THE MONTH AND PERIOD
MAY 2, 1997
LIABILITIES

48 PG 161
VOL

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
DEMAND DEPOSITS					
20100 INDIVIDUAL DEPOSIT ACCOUNTS	9,284,959.14	8,793,800.03	8,823,615.15	8,967,075.59	392,796.44
20200 N.O.W. DEPOSITS	5,332,765.24	4,183,031.11	5,250,169.26	5,438,529.75	113,909.43
20300 MONEY MARKET DDA ACCOUNT	4,209,027.85	4,264,618.55	4,280,424.14	4,206,729.06	3,581.40
20400 SUPER NOW DDA ACCOUNT	12,249,653.45	11,884,183.16	12,171,014.29	12,234,582.99	92,811.90
20410 DDA NONPOST DEBITS	129,933.94	189,718.87	54,774.07	60,534.43	86,175.47
20420 DDA NONPOST CREDITS		19,308.22	1,723.91	1,119.79	
20450 ESCROW DEPOSIT ACCOUNT	62,448.83	117,930.26	12,447.51	45,610.89	1,862.62
20460 ORIGINATION FEE HOLDING	22,102.61	24,514.53	22,485.11	22,442.79	106.32
TOTAL CHECKING ACCOUNTS	31,031,023.18	29,097,666.99	30,507,105.24	30,855,556.38	518,680.00
20500 U. S. DEPOSIT SERIES-E SALES	75.00	125.00	107.49	163.68	550.00
20600 U. S. TREASURY TAX & LOAN	16,221.65	13,135.94	14,319.09	17,507.80	7,962.84
21700 DIVIDEND CHECKS OUTSTANDING	981.25	1,627.30	1,902.00	986.88	
21800 MONEY ORDERS OUTSTANDING	1,969.77	2,524.10	1,969.77	1,969.77	
22000 CASHIER CHECKS OUTSTANDING	380,823.03	592,746.40	425,815.62	353,893.81	17,133.55
22200 C/D INTEREST CHECKS	22,418.43	28,379.47	24,470.96	25,232.64	5,408.20
22300 EXPENSE CHECKS OUTSTANDING	8,958.38	6,986.67	18,193.99	22,666.34	4,283.73
22700 LEASE RENTAL CHECKS	13.57	12.57	65.16	38.51	
TOTAL DEMAND DEPOSITS	31,462,484.26	29,743,204.44	30,993,949.36	31,278,015.79	536,992.64
TIME DEPOSITS					
23100 SAVINGS DEPOSITS	7,438,799.10	7,545,966.35	7,587,876.00	7,521,398.24	4,697.16
23110 SAVINGS NONPOST DEBITS	540.53		1,646.33	4,608.83	540.53
23120 SAVINGS NONPOST CREDITS			204.87	415.67	
SAVINGS TOTAL	7,438,258.57		7,586,434.51	7,517,205.08	4,156.63
23300 C/D'S > 100M	26,588,350.93		26,645,824.73	27,191,523.21	102,018.47
23350 IRA C/D'S	6,257,402.69		6,189,457.14	6,198,760.18	1,175.06
23400 CERTIFICATES OF DEPOSIT	40,086,503.88	68,965,274.25	39,941,200.86	39,987,987.34	41,210.02
23410 C/D NONPOST DEBITS			5,294.63	1,688.73	
23420 C/D NONPOST CREDITS			31,470.69		
C/D TOTAL	72,932,257.50		72,802,658.72	73,376,581.97	61,983.51
24100 MARTHA WHITEHEAD/STATE TREAS.		247,500.00			
TOTAL TIME DEPOSITS	80,370,516.07	76,758,740.60	80,389,093.27	80,893,787.05	66,140.14
TOTAL DEPOSITS	111,833,000.33	106,501,945.04	111,383,042.62	112,171,802.84	603,132.78
LIABILITIES FOR BORROWED MONEY					
25200 SECURITIES SOLD UNDER REPURCHASE	2,950,000.00	2,450,000.00	2,872,540.99	3,320,312.51	
*****TOTAL*****	2,950,000.00	2,450,000.00	2,872,540.99	3,320,312.51	

GILMER NATIONAL BANK
BALANCE SHEET
FOR THE MONTH AND PERIOD

MAY 2, 1997
LIABILITIES

	CURR. BALANCE	LAST YEAR	Y-T-D AVE.	Q-T-D AVE.	TODAYS CHANGE
OTHER LIABILITIES					
26200 TAX WITHHELD	456.66	101.16-	501.37	402.39	12.77
26600 DDA ACCRUED INTEREST PAYABLE	22,461.72	22,741.65	23,468.19	23,862.68	1,573.79
26800 C/D ACCRUED INTEREST PAYABLE	428,558.98	411,567.44	437,085.81	446,028.20	7,701.17
26805 SVG ACCPUED INTEREST PAYABLE	24,919.89	23,738.55	27,608.68	12,088.21	2,141.25
TOTAL ACCRUED INTEREST PAYABLE	476,397.25	458,055.57	488,664.08	482,381.51	11,428.98
27000 ACCRUAL INCOME TAX	30,800.00	75,000.00	39,131.18	50,049.99	
27100 RETIREMENT BENEFITS ACCRUAL	28,720.00	37,397.51	12,123.60	23,110.63	
27200 DEPRECIATION ACCRUAL	48,000.00	52,000.00	20,262.30	38,625.00	
27300 ACCRUAL AD VALOREM	26,600.00	31,825.00	11,228.70	21,404.68	
27400 ACCRUAL FOR DIRECTORS' FEES	42,500.00	49,000.00	17,548.35	33,984.38	
27450 ACCRUAL FOR DEC PAYROLL BONUS	29,080.00	36,350.00	12,275.60	23,400.32	
27500 ACCRUAL MAINTENANCE CONTRACTS	4,000.00	10,279.53	1,688.50	3,218.75	
27650 ACCRUAL FOR COMPTROLLER	15,380.38	18,708.47	8,530.49	12,450.71	
27730 ACCRUAL FOR FRANCHISE TAX	932.11	7,993.91	18,467.53	1,333.52	
27760 ACCRUAL FOR BOND/LIAB./INS.	10,400.00	13,000.00	4,390.15	8,368.74	
27800 ACCRUAL OREO TAXES & INSURANCE	5,089.71	4,331.48	4,960.87	5,055.25	
27850 DEFERRED TAX ON SECUTITIES	7,891.10-	18,894.35	18,296.03	175.99-	
TOTAL OTHER LIABILITIES	710,008.35	812,835.82	657,567.32	700,540.45	11,428.98
RESERVES					
28400 LOSSES ON SECURITIES RESERVE					
TOTAL RESERVES					
GRAND TOTAL LIABILITIES	115,493,008.68	109,764,780.86	114,913,150.92	116,192,655.79	614,561.76
CAPITAL ACCOUNTS					
29200 UNREALIZED GAIN/LOSS	15,318.04-	36,677.25	35,515.80	341.64-	
29300 CAPITAL STOCK	500,000.00	500,000.00	500,000.00	500,000.00	
29400 SURPLUS	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	
29500 UNDIVIDED PROFITS	13,115,671.75	12,182,237.42	13,115,671.75	13,115,671.75	
TOTAL CAPITAL ACCOUNTS	15,100,353.71	14,218,914.67	15,151,187.55	15,115,330.11	
NET CURRENT EARNINGS	662,439.59	640,793.28	323,898.92	516,654.64	820.79-
TOTAL LIABILITIES AND CAPITAL	131,255,801.98	124,624,488.81	130,388,237.44	131,824,640.50	613,740.97

Ray Patterson, President/CEO
May 5, 1997

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UPSHUR COUNTY, TEXAS

SPECIFICATIONS FOR COUNTY
TWO (2) YEAR DEPOSITORY BID

THE FOLLOWING INFORMATION IS REQUIRED FOR ALL BIDS SUBMITTED.
PLEASE RESPOND TO EACH ITEM REQUESTED IN THE ORDER LISTED.
SERVICES WHICH EXCEED SPECIFICATIONS WILL BE FAVORABLY
CONSIDERED.

I. INTEREST RATES

A. SAVINGS ACCOUNTS. NO LIMIT ON AMOUNT DEPOSITED.

Savings rates at 3.50% (3.56 APY)

B. CERTIFICATES OF DEPOSIT (SINGLE MATURITY).

1. AMOUNTS LESS THAN \$100,000.

7 TO 29 DAYS T-BILL PLUS	<u>.35</u>
30 TO 59 DAYS T-BILL PLUS	<u>.35</u>
60 TO 89 DAYS T-BILL PLUS	<u>.35</u>
90 TO 179 DAYS T-BILL PLUS	<u>.40</u>
180 TO 364 DAYS T-BILL PLUS	<u>.61</u>
365 AND OVER T-BILL PLUS	<u>.67</u>

2. AMOUNTS \$100,000.00 OR MORE.

7 TO 29 DAYS T-BILL PLUS .35

30 TO 59 DAYS T-BILL PLUS .35

60 TO 89 DAYS T-BILL PLUS .35

90 TO 179 DAYS T-BILL PLUS .40

180 TO 364 DAYS T-BILL PLUS .61

365 AND OVER T-BILL PLUS .67

The above quotes are based on the 26 week T-Bill rate.

NOTE: INTEREST BASED ON FLOATING INTEREST RATE OF
DAILY PUBLISHED AUCTION RATE OF U.S. TREASURY BILLS PLUS
BASIS POINTS.

STATE FLOOR 5.00%

C. CHECKING ACCOUNTS.

1. INTEREST ON CHECKING ACCOUNT BALANCES
(INCLUDING NOW ACCOUNTS-BID SEPARATELY).

Regular customer rate of 2.85% (2.89 APY) on Now accounts and Super Now accounts and 3.00% (3.05 APY) on Money Market Deposit Accounts. These rates are subject to change weekly.

- D. TRUST ACCOUNTS. N/A We do not have trust powers at the present time.

1. SAVINGS ACCOUNTS.

2. CERTIFICATES OF DEPOSIT.

E. INTEREST RATE CHARGED ON COUNTY BORROWING.

•Prime rate as printed in the Wall Street Journal less 2%

1. COST OF TRANSFER OF INDEBTEDNESS (IF NECESSARY) FROM CURRENT DEPOSITORY.

No charge for internal services. County will pay all other expenses.

2. INTEREST RATES AND TERMS ON NEW BORROWING.

Prime rate as printed in the Wall Street Journal less 2%.

II. COST OF SERVICES

- A. SERVICE CHARGE ON CHECKING ACCOUNTS, INCLUDING STOP PAYMENTS AND BANK STATEMENTS.

No charge.

- B. OPTICAL IMAGING; CHECKS (FRONT AND BACK) AND DEPOSIT SLIPS.

No charge.

- C. PRINTED BLANK CHECKS AND DEPOSIT SLIPS.

No charge.

- D. SAFETY DEPOSIT BOXES ARE REQUIRED.

Four safety deposit boxes at no charge.

- E. SAFE STORAGE OF COMPUTER TAPES.

In Vault - No charge.

- F. WIRE SERVICES.

No charge.

- G. COURIER SERVICE

No charge.

- H. OTHER SERVICES SUCH AS COIN AND CURRENCY WRAPPERS, BANK BAGS AND LOCKED BAGS.

No charge.

III. FINANCIAL ASSURANCE AND GOOD FAITH.

- A. PLEASE SUBMIT WITH YOUR BID YOUR MOST RECENT FINANCIAL STATEMENT ALONG WITH A CASHIER'S CHECK MADE PAYABLE TO UPSHUR COUNTY TREASURER IN THE AMOUNT OF \$ 48,000.00. CHECKS OF UNSUCCESSFUL BIDDERS WILL BE IMMEDIATELY RETURNED. CHECKS OF SUCCESSFUL BIDDERS WILL BE RETURNED UPON EXECUTION OF THE DEPOSITORY CONTRACT.

IV. BIDS ACCEPTED.

- A. PROPOSALS SHOULD BE SUBMITTED TO ACCOMMODATE THE USE OF ANOTHER FINANCIAL INSTITUTION TO PROVIDE FOR DEPOSIT OF FUNDS OF OFFICES LOCATED IN GILMER.

UPSHUR COUNTY APPRECIATES ALL CONSIDERATION GIVEN THESE SPECIFICATIONS. SHOULD QUESTIONS ARISE CONCERNING THESE SPECIFICATIONS, PLEASE CALL THE COUNTY TREASURER OR THE COUNTY JUDGE.

RESPECTFULLY SUBMITTED,



MYRA HARRIS, COUNTY TREASURER



CHARLES L. STILL, COUNTY JUDGE

THE AMOUNT OF MONIES FOR WHICH THE DEPOSITORY SHOULD FURNISH SECURITY ARE APPROXIMATELY AS FOLLOWS:

1. FUNDS BELONGING TO UPSHUR COUNTY, WHICH SHALL ALSO COVER THE FUNDS DEPOSITED BY ALL OFFICES OF THE COUNTY, \$7,600,000. (THIS INCLUDES TIME AND DEMAND DEPOSITS BOTH)
2. FUNDS BELONGING TO UPSHUR COUNTY, PERMANENT AND AVAILABLE SCHOOL FUNDS, \$1,160,000. (TIME DEPOSITS ONLY)
3. FUNDS BELONGING TO UPSHUR COUNTY, TRUST AND AGENCY FUNDS, DISTRICT CLERK, \$850,000. (TIME DEPOSITS ONLY)

(GOVERNMENT CODE TITLE 10, COLLATERIAL FOR PUBLIC FUNDS, CHAPTER 2257)

AFFIDAVIT TO UPSHUR COUNTY

The undersigned, hereby certifies that this Company, Corporation, Firm, Partnership, or Individual has not prepared this bid in collusion with any other seller, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other seller or to any other person or persons engaged in this type of business prior to the official opening of this bid, and further, that the Manager, Secretary of other Agent or Officer signing this bid is not and had not been for the past six (6) months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon. This affidavit is signed in compliance with Article 2367 Civil Statutes of the State of Texas.

NAME OF BIDDER: Gilmer National BankSIGNED BY: *Sam Feltner* President & CEO
(sign name in writing) (Title)ADDRESS: P.O. Box 460, Gilmer, Texas 75644TELEPHONE NUMBER: (903)843 5653 DATE: 5-5-97

AFFIDAVIT

STATE OF TEXAS.

COUNTY OF UPSHUR

Before me the undersigned authority on this the 5th day of May, 19 97, personally appeared Gary Patterson, Pres. & CEO who being duly sworn deposes and says that he signed the above instrument for the purposes and considerations herein expressed.



Amy Coleman
Notary Public Signature

Notary Public in and for Upshur County, Texas
My Commission expires 2-13-99



NOTE: Bids not notarized will not be considered.

DEPOSITORY LAWS FOR COUNTIES

52.8 SEC. 116.023 - APPLICATIONS.

- (a) A bank in the county that wants to be a county depository must deliver its application to the county judge on or before the first day of the term of the commissioners court at which depositories are to be selected.
- (b) The application must state the Amount of the bank's paid-up capital stock and permanent surplus, and the application must be accompanied by:
- (1) a statement showing the financial condition of the bank on the date of the application; and
 - (2) a certified check for at least one-half percent of the county's revenue for the preceding year.
- (c) The certified check that accompanies an application is a good-faith guarantee on the part of the applicant that if accepted as a county depository it will execute the bond required under this chapter. If a bank is selected as a depository and does not provide the bond, the county shall retain the amount of the check as liquidated damages, and the county judge shall readvertise for applications, if necessary, to obtain a depository for the county.
(V.A.C.S. Art. 2545.)

52.9 SEC. 116.024 - SELECTION OF DEPOSITORIES.

- (a) At 10 a.m. on the first day of each term at which banks are to be selected as county depositories, the commissioners court shall:
 - (1) enter in the minutes of the court all applications filed with the county judge;
 - (2) consider all applications; and
 - (3) select the qualified applicants that offer the most favorable terms and conditions for the handling of the county funds.
- (b) The commissioners court may reject those applicants whose management or condition, in the opinion of the commissioners court, does not warrant placing county funds in their possession.
- (c) After selecting one or more county depositories, the commissioners court shall immediately return the certified checks of the rejected applicants. The commissioners court shall return the check of a successful applicant when the applicant executes and files a depository bond that is approved by the commissioners court.
- (d) The conflict of interests provisions of Chapter 179, Acts of the 60th Legislature, Regular Session, 1967 (Article 2529c, V.T.C.S.), apply to the selection of the depositories. (V.A.C.S. Art. 2546 (part); New.)

52.10 SEC 116.025 - DESIGNATION OF DEPOSITORY.

When security is provided in accordance with Subchapter C and is approved by the commissioners court, the commissioners court shall, by an order entered in its minutes, designate the bank as a depository for the funds of the county. The designation is effective until the end of the 60th day after the date fixed for the next selection of a depository. (V.A.C.S. Art. 2549, Sec. (a) (part).)

52.11 SEC. 116.026 - APPLICANTS OUTSIDE COUNTY. If no bank located in the county applies to be designated as the county depository, the commissioners court may advertise, in the same manner provided by Section 116.022 for advertising for a depository within the county, for applications from banks in an adjoining county or any other county in this state. (V.A.C.S. Art. 2558 (part).)

TEXAS LOCAL GOVERNMENT CODE -
Acts 1987, 70th Leg., ch 149, s1, eff Sept. 1, 1987.
Amended by Acts 1991, 72nd Leg., ch. 527 s2, eff. Sept. 1,
1991; Acts 1995, 74th Leg., ch. 65, s1, eff. Aug. 28, 1995.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR INVITATION TO BID.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID

ANY EXCEPTIONS THERE TO MUST BE IN WRITING

1. Bids must be to the County Judge BEFORE the hour and date specified.
2. LATE bids properly identified will be returned to bidder UNOPENED. Late bids will not be considered under any circumstances.
3. QUOTE F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity specified-extended and show total. In case of errors in extension UNIT prices shall govern. Bids subject to unlimited price increase not considered.
4. Bids MUST give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Persons signing bid should show TITLE or AUTHORITY TO BIND HIS FORM IN A CONTRACT.
5. Bid CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court on a based written acceptable reason.
6. Vendor shall submit an itemized invoice showing County order number.
7. The County is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN BID. Excise Tax Exemption Certificate will be furnished.
8. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brands

NOTICE TO BIDDERS

Upshur County will open bids Monday, May 12, 1997 at 9:00 A.M., in Commissioners Court for the following:

Upshur County Bank
Depository

Bid specifications may be obtained from the Upshur County Treasurer's office or by calling 903-843-4027.

The County reserves the right to accept or reject any and all bids.

Charles L. Still,
Upshur County Judge

UPSHUR COUNTY

JURY SELECTION SYSTEM
JAN-97@COPY#2 GRAND JURY LIST
Check Register for 05/08/97

08 MAY 1997

THE SOFTWARE GROUP, INC

PAGE 1

Check Number	Title Name	Check Name	Jurat ID	Check Date	Amount	Cr Status	Count
63049-AP-VOID	Ms			05/08/1997	\$0 00	Voided	115
63050-AP-VOID	Ms.			05/08/1997	\$0.00	Voided	115
63051-AP	Ms. JANIDELL BRYANT	JANIDELL BRYANT	153444	05/08/1997	\$10.00		115
63052-AP	Ms. HELEN BLACKMON	HELEN BLACKMON	6446	05/08/1997	\$10 00		115
63053-AP	Ms. MEREDYTHE RAWLS	MEREDYTHE RAWLS	10179	05/08/1997	\$10 00		115
63054-AP	Mr. KENNETH ROY HANKINS	KENNETH ROY HANKINS	146353	05/08/1997	\$10.00		115
63055-AP	Mr. ROGER DALE TIDWELL	ROGER DALE TIDWELL	143175	05/08/1997	\$10.00		115
63056-AP	Mr. RICKY S SHIPP	RICKY S SHIPP	6017	05/08/1997	\$10.00		115
63057-AP	Mr. MICHAEL LLOYD BROWN	MICHAEL LLOYD BROWN	12925	05/08/1997	\$10.00		115
63058-AP	Mr. KENDAL KEITH CLEM	KENDAL KEITH CLEM	154759	05/08/1997	\$10 00		115
63059-AP	Mr. GREG WILLIAM MORRIS	GREG WILLIAM MORRIS	153598	05/08/1997	\$10.00		115
63060-AP	Mr. THOMAS EDWARD DANIELS	THOMAS EDWARD DANIELS	157710	05/08/1997	\$10.00		115
63061-AP	Mr. FELTON DAVIS JR.	FELTON DAVIS JR.	9405	05/08/1997	\$10.00		115
63062-AP	Ms. GLORIA KING	GLORIA KING	12450	05/08/1997	\$10.00		115
Check Amounts					\$120.00		

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FILED
97 MAY 12 PM 10:52
UPSHUR COUNTY, TX
DEPUTY

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FILLED
REX A. SHAW
COUNTY CLERK

Date: 5-12-97

COMMISSIONER COURT MAY 12 Pm 4:44
ATTENDANCE SHEET
UPPER COUNTY, TX.

Name	BY City of Residence
Ray Koeder	Ore City
David L McMillon	PT
Ken Sheppard	White Oak
Maryna Harris	Gilmer
Clell Evans	Longview News-Journal
Karen Steelman	Gilmer
David Rupp	Gilmer
Capston DeBerry	Ore City
Angie Edwards	Ore City
Beech Goss	Gilmer
Danell Ray	Gilmer
Julie Ray	Gilmer
Frank Breazale	Gilmer
Mac O Perlin	Mission
Phillip Williams	Tyler Morning Telegraph
Gay Fatterson	Gilmer
Joe Farrow	Gilmer
Sara Deumas	Gilmer
Dick Fromm	Gilmer
Donna Huggo	Gilmer
C. E. Jenkins	Pritchett
Bill Bacon	County
Jim Woodard	County

UPSHUR COUNTY LIBRARY MONTHLY REPORT
FOR THE MONTH OF APRIL, 1997

REGISTRATION REPORT

Previous balance-----Cards	<u>6,578</u>	Individuals	<u>15,235</u>
Added from city--cards	<u>14</u>	Individuals	<u>40</u>
Added from county--cards	<u>50</u>	Individuals	<u>136</u>
Total added for month-cards	<u>64</u>	Individuals	<u>176</u>
CURRENT TOTAL-----CARDS	<u>6,642</u>	INDIVIDUALS	<u>15,411</u>

CATALOGING REPORT

Total holdings as of	<u>APRIL 1, 1997</u>	<u>68,668</u>
Adult books added-----	<u>252</u>	
Juvenile books added-----	<u>95</u>	
Total books added-----	<u>347</u>	
Non-book items added-----	<u>0</u>	
Total materials added-----	<u>347</u>	
Books withdrawn-----	<u>36</u>	
Non-book items withdrawn-----	<u>0</u>	
Total withdrawn-----	<u>36</u>	
Net Total materials added-----	<u>311</u>	
TOTAL HOLDINGS TO DATE-----	<u>68,979</u>	

CIRCULATION REPORT

Materials circulated as of	<u>APRIL 1, 1997</u>	<u>27,606</u>
Adult books circulated-----	<u>3,336</u>	
Juvenile books circulated-----	<u>1,035</u>	
Total books circulated-----	<u>4,371</u>	
Pictures circulated-----	<u>0</u>	
Records circulated-----	<u>0</u>	
Adult cassette tapes-----	<u>182</u>	
Juvenile cassette tapes-----	<u>18</u>	
Video tapes-----	<u>111</u>	
Magazines-----	<u>53</u>	
Puzzles-----	<u>19</u>	
Total non-book materials circulated-----	<u>383</u>	
Interlibrary loans-books-----	<u>13</u>	
Non-book interlibrary loans-----	<u>0</u>	
Total interlibrary loans-----	<u>13</u>	
Total circulation for the month-----	<u>4,767</u>	
TOTAL CIRCULATION FOR THE YEAR-----	<u>32,373</u>	

APR 12 11:00 AM '97
 LIBRARY

OTHER LIBRARY ACTIVITIES

Reference questions -----monthly	<u>2,064</u>	to date	<u>11,398</u>
Patrons entering library-----monthly	<u>3,067</u>	to date	<u>21,090</u>
Volunteer hours logged-----monthly	<u>82</u>	to date	<u>626</u>
Use of conference room-----monthly	<u>24</u>	to date	<u>113</u>
Use of Activity Center-----monthly	<u>25</u>	to date	<u>185</u>
Library programs-----monthly	<u>0</u>	to date	<u>28</u>
Attendance at programs-----monthly	<u>0</u>	to date	<u>544</u>